



OFFICE OF LEGAL COUNSEL

Ufisinan I Maga'hāgan Guāhan
Office of the Governor of Guam

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lieutenant Governor of Guam

Transmitted via Central Files

December 22, 2020

Arthur San Agustin, MHR, *Director*
Department of Public Health and Social Services
590 S. Marine Corps Drive
Tamuning, Guam 96913-3532

Re: **UOG CEDDERS (CF#2020-12356)**
Gurusamy Inc. dba Health Services of the Pacific (CF#2020-12354)

Hafa Adai Director San Agustin:

The following documents are transmitted with the signature of *I Maga'hāgan Guāhan*:

Department of Public Health and Social Services Memorandum dated November 30, 2020: Addendum to Memorandum of Agreement between Department of Public Health and Social Services Division of Senior Citizens "DPHSS/DSC" and University of Guam, Center for Excellence in Developmental Disabilities Education, Research & Service "UOG CEDDERS" – Aging and Disability Resource Center / No Wrong Door System: Critical Relief Funds for COVID-19 Pandemic Response;

and

Second Renewal Second Amendment to the Case Management Services Program Agreement between the Department of Public Health and Social Services Division of Senior Citizens Guam State Office on Aging and Gurusamy Inc. dba Health Services of the Pacific (RFP No. DPHSS-2018-007).

Any questions or concerns can be sent directly to the Legal Counsels via email (sophia.diaz@guam.gov or leslie.travis@guam.gov) or call (671) 473-1118.

Senseramente,

SOPHIA SANTOS DIAZ

Legal Counsel

Enclosure(s): Addendum and Amendment
cc via email: *Maga'hāgan Guāhan*
Sigundo Maga'lāhen Guāhan



LOURDES A. LEON GUERRERO
GOVERNOR, MEXICO TRACY

JOSHUA F. TENORIO
LT GOVERNOR SIGUINCO MAGALWAN

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

NOV 30 2020



ARTHUR U. SAN AGUSTIN, MHR
DIRECTOR

LAURENT SF DUENAS, MPH, BSN
DEPUTY DIRECTOR

TERRY G. AGUON
DEPUTY DIRECTOR

Jessica Cruz
RCUD AT CENTRAL FILE
DEC 15 '20 PM 4:06
2020-12356

MEMORANDUM

TO: Office of the Attorney General
Attention: Karl Espaldon, Deputy Attorney General
Solicitor's Division

FROM: Director, Department of Public Health and Social Services

SUBJECT: Addendum to Memorandum of Agreement
AG Ref: 20-0447

Submitted per Assistant Attorney General Mooney's request is the Addendum to the Memorandum of Agreement, AG Ref: 20-0447 for the Aging and Disability Resource Center/No Wrong Door System COVID-19 Critical Relief Fund Project. This Addendum is to correct issues present in the Memorandum of Agreement.

Should you have questions, feel free to contact Acting Senior Citizens Administrator, Charlene D. San Nicolas, MPA at telephone number: 735-7421 or 735-7415 or email at charlene.sannicolas@dphss.guam.gov.


ARTHUR U. SAN AGUSTIN, MHR
Director

Attachment

RECEIVED
11/30/20 9:45p
am

Addendum to MOA
Between DPHSS, DSC and UOG CEDDERS
ADRC/NWD Critical Relief Funds
HHS OAA Title IV and II - Discretionary Projects
COVID-19 CARES Act

**Addendum to Memorandum of Agreement
Between
Department of Public Health and Social Services
Division of Senior Citizens "DPHSS/DSC"
And
University of Guam, Center for Excellence in Developmental Disabilities
Education, Research & Service "UOG CEDDERS"**

**Aging and Disability Resource Center/No Wrong Door System:
Critical Relief Funds for COVID-19 Pandemic Response**

Now come the undersigned parties, and modify their certain Memorandum of Agreement as set forth in this Addendum.

The parties agree as follows:

1. The terms and conditions set forth in this Addendum are to be given precedence and priority in the event of any inconsistencies, conflict or ambiguity between this Addendum and the MOA.
2. This is a 100% federally funded project through a cooperative grant to DPHSS, DSC (recipient, pass-through agency) to UOG CEDDERS (subrecipient) where both the recipient and subrecipient are partnered as set forth in Attachment A-2 Project Narrative to conduct rapid assessment to identify and state of affairs, in the provision of and coordination of services through Information and Referral. The Rapid Assessments will focus on workforce responsibility to ensure the safety of workforce and continuity of services, existing and emerging workforces relevant to Aging and Disability Resource Center, for those most at-risk of COVID-19 who seek transitional support, and services that are at or above capacity and at risk of being stopped due to the increased demand of COVID-19 emergency. Any references in the MOA as to "contract recipient" are deemed to mean "subrecipient" as defined by 2 CFR Part 200 §200.93; and any references to "contract" are deemed to mean "subaward" as defined in § 200.92.

UOG CEDDERS is one of 67 nationally designated Centers for Excellence funded by the Administration on Intellectual and Developmental Disabilities, the U.S. federal agency within HHS responsible for implementing and administering the Developmental Disabilities Assistance and Bill of Rights Act of 2000. UOG CEDDERS core functions include interdisciplinary training, services and support, and research and dissemination activities that reflect cultural relevance and sensitivity and its mission is to create partnerships and pathways to increase the quality of life of individuals with developmental disabilities and their families.

Addendum to MOA
Between DPHSS, DSC and UOG CEDDERS
ADRC/NWD Critical Relief Funds
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3. Both parties agree to participate in technical assistance activities during the project period in a cooperative manner with the Federal Grantor – HHS Administration of Community Living Integrated Programs federal grant to recipient DPHSS, DSC.

4. The parties modify the last paragraph of MOA Section IX General Compliance of Laws to replace “Attachment A” with “ Attachment A -1 *Notice of Grant Award*, Attachment A-2 *Project Narrative (DPHSS, DSC partnership with UOG -CEDDERS)*, Attachment A-3 *Limited English Proficiency Certification*, Attachment A-4 *Certification of Non-Discrimination*, Attachment A-5 *Civil Rights Requirements*, Attachment A-6 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*, Attachment A-7 *Compliance with Federal Laws and Regulations*, Attachment A-8 - *Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for Health and Human Services (HHS) Awards – Contract Provisions*. Attachment A-9 *Agreed Budget and Intra-Government of Guam Work Request U21-1700-011 and Attachment A-10 (NEW-attached to this MOA) - Subaward Data Sheet (updated information)*. DPHSS, DSC additionally (NEW-attached to this MOA), attaches it *Aging and Disability Resource Center (ADRC) Flow-Chart and other program information.*”

5. UOG CEDDERS acknowledges receipt of the (new) updated subaward data sheet (attached to this Addendum, (NEW Attachment A-10 to the MOA) replacing prior data in the body of the MOA. In the event of any changes in the subaward data information DPHSS, DSC will provide UOG CEDDERS with further updated Subaward Data Sheets

6. The parties further modify MOA Section IX by adding the additional (new) language to the end of Section IX, prior to Section X.

“Cooperation in Monitoring and Evaluation

A. DPHSS, DSC Responsibilities. DPHSS, DSC will monitor, evaluate and provide guidance and direction to UOG CEDDERS in the conduct of approved services performed under this subaward agreement. DPHSS, DSC has the responsibility to determine whether UOG CEDDERS, Special Service Provider has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that UOG CEDDERS has met such requirements. DPHSS, DSC may require UOG CEDDERS take corrective action if deficiencies are found.

B. UOG CEDDERS - Subrecipient Responsibilities.

A. UOG CEDDERS shall permit DPHSS, DSC to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award (Attachment A-1) and UOG CEDDERS agrees to ensure, to the greatest extent possible, the cooperation of its

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 Between DPHSS, DSC and UOG CEDDERS
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agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this subaward agreement.

- B. UOG CEDDERS shall cooperate fully with any reviews or audits of the activities under this subaward agreement by authorized representatives of DPHSS, DSC, Guam Public Auditor, HHS ACL or their authorized delegates, and UOG CEDDERS agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.
- C. UOG CEDDERS shall ensure timely submission of all reports, including Monthly/ Annual/Closing/Transition Reports and Data.

C. Federal Funding – Allowable Costs

This MOA is funded 100% by federal funds and is governed by the cost principles of the Office of Management and Budget (OMB). Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. All costs in this subaward agreement must be reasonable, allocable, and necessary to the project, and they must also comply with Federal and the Government of Guam funding statutes and regulations. See Cost Principles for Educational Institutions; Title 2 CFR Part 220, Cost Principles for State, Local and Indian Tribal Governments, Title 2 CFR Part 225, Cost Principles for Non-Profit Organizations, Title 2 CFR Part 230, the Federal Acquisition Regulations as well 2 GAR Division 4 Chapter 7 Cost Principles.

- A. **Improper Payments**
 Any item of expenditure by UOG CEDDERS under the terms of this MOA which is found by auditors, investigators, and other authorized representatives of DPHSS, the Government of Guam Public Auditor, HHS ACL, the U.S. Government Accountability Office or the Comptroller General of the United States, or their delegates, to be improper, unallowable, in violation of federal or Guam law or the terms of the Notice of Grant Award or this MOA, or involving any fraudulent, deceptive, or misleading representations or activities of UOG CEDDERS, shall become UOG CEDDERS's liability, to be paid by UOG CEDDERS from funds other than those provided by DPHSS, DSC under this MOA or any other agreements between DPHSS and UOG CEDDERS. This provision shall survive the expiration or termination of this MOA.
- B. **Audited Financial Statements**
 In any fiscal year in which UOG CEDDERS expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, UOG CEDDERS must comply with the federal audit requirements contained in the Uniform Guidance, 45 CFR Part 75, including the preparation of an audit by an

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Between DPHSS, DSC and UOG CEDDERS
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independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If UOG CEDDERS expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by DPHSS, the Government of Guam Public Auditor, appropriate officials of HHS ACL, the U.S. Government Accountability Office or the Comptroller General of the United States, or their delegates, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. UOG CEDDERS shall provide DPHSS, DSC with a copy of UOG CEDDERS' most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this MOA and thereafter within nine (9) months following the end of UOG CEDDERS' most recently ended fiscal year.

C. Closeout

Final payment request(s) under this MOA must be received by DPHSS, DSC no later than thirty (30) days from the earlier of the expiration date, cancellation date or termination date of this MOA. No payment request will be accepted by DPHSS, DSC after this date without authorization from DPHSS, DSC. In consideration of the execution of this MOA by DPHSS, DSC UOG CEDDERS agrees that acceptance of final payment from DPHSS, DSC will constitute an agreement by UOG CEDDERS to release and forever discharge DPHSS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which UOG CEDDERS has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this MOA. UOG CEDDERS' obligations to DPHSS, DSC under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of DPHSS, DSC. Such requirements shall include, without limitation, submitting final reports to DPHSS, DSC and providing any closeout-related information requested by DPHSS, DSC by the deadlines specified by DPHSS, DSC. This provision shall survive the expiration or termination of this MOA.

- D. CARES ACT Funds are part of this MOA. There are special terms and conditions and federal guidance that apply to this MOA through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-126 for activities authorized under Title IV and II of the Older Americans Act of 1965, as amended through P.L. 116-131, enacted on March 25, 2020, and the Coronavirus

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Preparedness and Response Supplemental Appropriations Act, 2020, P.L. 116-123, The April 22, 2020 Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (the Guidance) and the July 2, 2020 OIG-CA-20-021 Department of Treasury – Coronavirus Relief Reporting and Record Retention Requirements. UOG CEDDERS shall comply with the CARES Act Funds requirements, and this provision shall survive the expiration or termination of this MOA.”

7. The parties replace MOA Section XI in its entirety with the following:

“XI Access to Records and Other Review. Subrecipient, UOG CEDDERS, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the contract, for inspection by DPHSS, DSC, the Public Auditor, and the Inspector General of HHS ACL their delegates. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the five (5) year period, the records must be kept until all issues are resolved, or until the end of the regular five (5) year period, whichever is later. Records for non-expendable property acquired in whole or in part, with funds from this contract funds must be retained for five (5) years after its final disposition. Subrecipient, UOG CEDDERS, shall provide access to any site(s) to DPHSS, DSC, the Public Auditor, and the Inspector General of the HHS ACL, or their delegates. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept. This provision shall survive the expiration or termination of this MOA.

All other terms and conditions remain the same.

Further the parties sayeth naught.

Signature Page Follows

Addendum to MOA
Between DPHSS, DSC and UOG CEDDERS
ADRC/NWD Critical Relief Funds
HHS OAA Title IV and II – Discretionary Projects
COVID-19 CARES Act

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates indicated by their respective names.

UNIVERSITY OF GUAM

DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES



JUNE DE LEON, M.Ed Date 11/9/2020
Interim Director of Guam CEDDERS, UOG



ARTHUR U. SAN AGUSTIN, MHR Date 11-30-2020
Director



RACHAEL T. LEON GUERRERO, Ph.D Date 11/13/2020
Vice Provost, Research & Sponsored Programs, UOG

APPROVED BY:



THOMAS W. KRISE, Ph.D Date 11/25/2020
President, UOG



ANITA B. ENRIQUEZ, D.B.A. Date NOV 23 2020
Provost & Senior Vice President, ASA, UOG



ANTHONY R. CAMACHO, ESQ. Date 11/18/20
Legal Counsel, UOG

Addendum to MOA
 Between DPHSS, DSC and UOG CEDDERS
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Attachment A-10

Subaward Data

(i)	Subrecipient Name	University of Guam
(ii)	Subrecipient Unique Entity Identifier:	85500287000000
(iii)	Federal Award Identification Number (FAIN):	90NWC30038
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	04/01/2020
(v)	Subaward Period of Performance Start Date:	Projected Date from Governor's Approval Effective Date
	Subaward Period of Performance End Date:	09/30/2021
(vi)	Subaward Budget Period Start Date	Projected Date from Governor's Approval Effective Date
	Subaward Budget Period End Date	September 30, 2021
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$163,601.00
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation:	\$163,601.00
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$163,601.00
(x)	Federal Award Project Description:	Guam: Division of Senior Citizens, Department of Public Health and Social Services, Aging and Disability Resource Center/No Wrong Door System Funding Opportunity: Critical Relief Funds
(xi)	Name of Federal Awarding Agency:	Department of Health & Human Services Administration for Community Living
	Name of Pass-Through Entity:	Guam Division of Senior Citizens
	Contact Information for Federal Awarding Official:	ACL FEDERAL PROJECT OFFICER- Kristie Kulinski Telephone: (202) 357-3544 Email: Kristie.Kulinski@acl.hhs.gov
	Contact Information for [AGENCY] Authorizing Official:	DIRECTOR Arthur U. San Agustin, MHR Telephone: (671) 638-4512 Email: Arthur.Sanagustin@dphss.guam.gov

Addendum to MOA
 Between DPHSS, DSC and UOG CEDDERS
 ADRC/NWD Critical Relief Funds
 HHS OAA Title IV and II – Discretionary Projects
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	Contact Information for [AGENCY] Project Director:	ACTING SENIOR CITIZENS ADMINISTRATOR Charlene D. San Nicolas, MPA Telephone: (671) 735-7415 or 735-7421 Email: Charlene.Sannicolas@dphss.guam.gov
(xii)	Assistance Listing Number and Title (fna) CFDA Number and Name:	93.048 Special Programs for the Aging_ Title IV_ and Title II_ Discretionary Projects
(xiii)	Identification of Whether Subaward is R&D:	Not applicable
(xiv)	Indirect Cost Rate for [AGENCY] Federal Award:	Not applicable
	Subrecipient Indirect Costs:	See <u>Exhibit</u> – Approved Budget

Addendum to MOA
Between DPHSS, DSC and UOG CEDDERS
ADRC/NWD Critical Relief Funds
HHS OAA Title IV and II – Discretionary Projects
COVID-19 CARES Act

Aging and Disability Resource Center (ADRC) Flow Charts

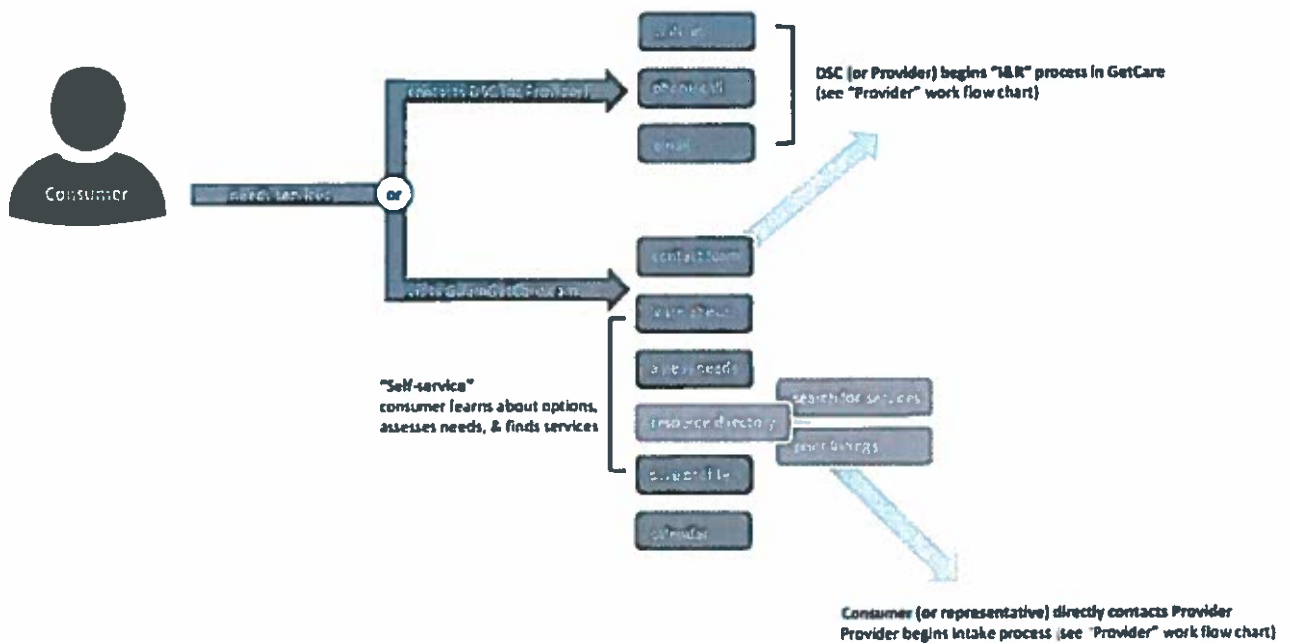
- **Consumer Interaction with Guam GetCare Information System Flow Chart**
- **Provider Interaction with Guam GetCare Information System Flow Chart**

Addendum to MOA
 Between DPHSS, DSC and UOG CEDDERS
 ADRC/NWD Critical Relief Funds
 HHS OAA Title IV and II – Discretionary Projects
 COVID-19 CARES Act

Aging and Disability Resource Center (ADRC): Consumer Interaction with Guam GetCare Information System Flow Chart



Consumer Interaction with Guam GetCare Information System



Key:

Consumer = An individual (typically an older adult or person with a disability) seeking and/or receiving long-term support services or, for the purposes of this chart, a person acting on behalf of this individual (e.g. a family member or a hospital discharge specialist).

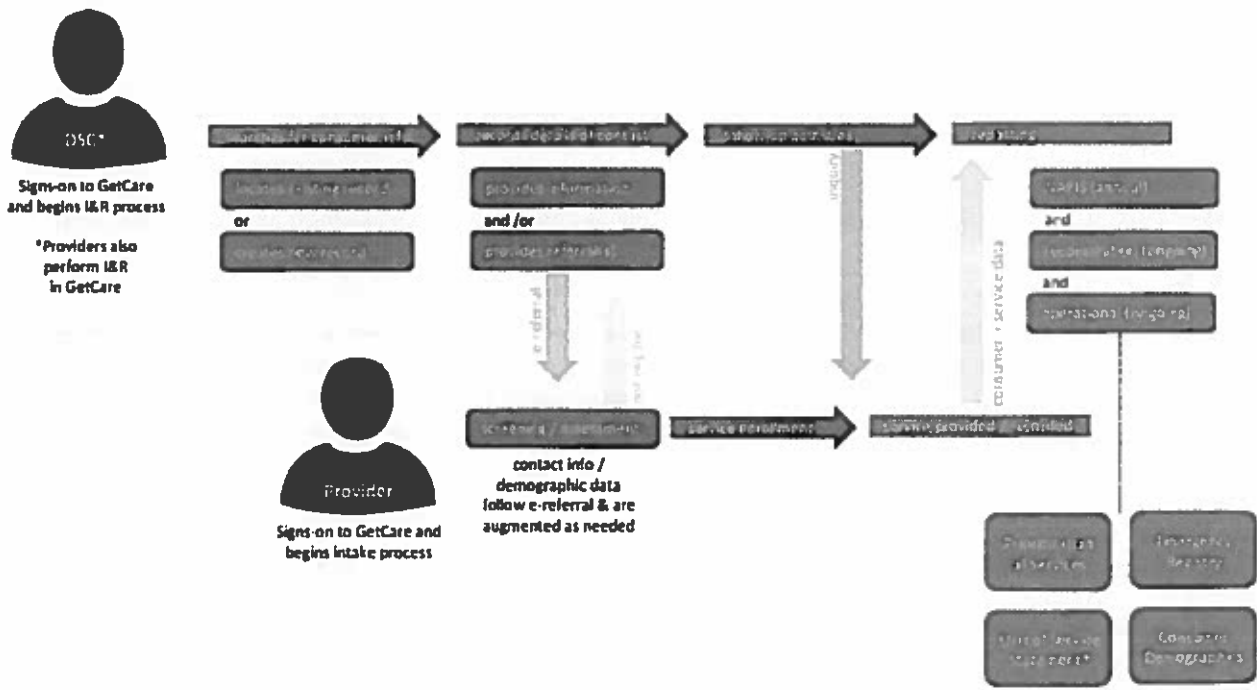
Provider = A service provider / contractor part of Guam's "Aging Network." These include senior centers as well as entities providing adult day care, caregiver support, case management, in-home, legal assistance, nutrition, and transportation services.

Addendum to MOA
 Between DPHSS, DSC and UOG CEDDERS
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 HHS OAA Title IV and II – Discretionary Projects
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Aging and Disability Resource Center (ADRC): Provider Interaction with Guam GetCare Information System Flow Chart



Provider Interaction with Guam GetCare Information System



Key:

Consumer = An individual (typically an older adult or person with a disability) seeking and/or receiving long term support services or, for the purposes of this chart, a person acting on behalf of this individual (e.g. a family member or a hospital discharge specialist).

Provider = A service provider / contractor part of Guam's "Aging Network." These include senior centers as well as entities providing adult day care, caregiver support, case management, in-home, legal assistance, nutrition, and transportation services.

*No cost option to be scheduled if/when DSC elects to upgrade to current GetCare version



GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

LOURDES A. LEON GUERRERO
 GOVERNOR, MAGA'LIAGA'

JOSHUA F. TENORIO
 LT. GOVERNOR, SIQUONDO MAGA'LIAGA'

Oct 09 2020

ARTHUR U. SAN AGUSTIN, MHR
 ACTING DIRECTOR

LAURENT SF DUENAS, MPH, BSN
 DEPUTY DIRECTOR

TERRY G. AGUON
 DEPUTY DIRECTOR

MEMORANDUM

TO: Governor of Guam

VIA: Director, Bureau of Budget and Management Research
 Attorney General, Office of the Attorney General

FROM: Director, Department of Public Health and Social Services

SUBJECT: Aging and Disability Resource Center/ No Wrong Door System COVID-19
 Critical Relief Fund Project - Memorandum of Agreement and Work Request

The Department of Public Health and Social Services (DPHSS), Division of Senior Citizens is partnering and engaging with the University of Guam's, Centers for Excellence in Development Disabilities Education, Research, and Service (CEDDERS) to conduct and deliver various community rapid assessments to provide transitional support and services. Attached is the Memorandum of Agreement (MOA) and Work Request for the Aging and Disability Resource Center/ No Wrong Door System COVID-19 Critical Relief Fund Project.

Federal funding for this MOA and Work Request is approximately \$163,601.00 and is 100% from the Coronavirus Preparedness and Response Supplemental Appropriations Act 2020 for Guam for this one-time grant. UOG-CEDDERS is to identify the state of affairs in the provision and coordination of services through Information and Referral activities. The rapid assessments will focus on workforce responsibility to ensure the safety of the workforce and continuity of services, existing and emerging workforces relevant to those, most at-risk of COVID-19 who seek transitional support and services. Services are targeted to older adults and individuals with disabilities, two populations significantly impacted by COVID-19.

All procedures governing contracts by the Government and of Guam Procurement laws, rules and regulations have been complied with. Therefore, I am requesting an expeditious review of the attached MOA and Work Request. Should you have questions, feel free to contact Acting Senior Citizens Administrator, Charlene D. San Nicolas, MPA at tel. nos. 735-7421 or 735-7415 or email at charlene.sannicolas@dphss.guam.gov.

ARTHUR U. SAN AGUSTIN, MHR
 Acting Director

Attachments

10.25.20 AH



BUREAU OF BUDGET & MANAGEMENT RESEARCH

OFFICE OF THE GOVERNOR
Post Office Box 2950, Hagåtña Guam 96932



LOURDES A. LEON GUERRERO
GOVERNOR

LESTER L. CARLSON, JR.
DIRECTOR

JOSHUA F. TENORIO
LIEUTENANT GOVERNOR

OCT 23 2020

MEMORANDUM

To: Attorney General *le 10/27/20*

From: Director, Bureau of Budget and Management Research

Subject: Memorandum of Agreement (MOA) between the Department of Public Health & Social Services (DPHSS) and the University of Guam, Center for Excellence in Developmental Disabilities Education, Research and Services (Guam CEDDERS) for \$163,601

Pursuant to your Procurement Circular 03-001, the Bureau is submitting the subject MOA between DPHSS and UOG Guam CEDDERS.

The subject MOA will certify an amount of \$163,601 for a period from the date of the Governor's signature through September 30, 2021. The project is an effort to ensure UOG-CEDDERS has the necessary personnel, expertise and background to meet the system supports in the areas of Rapid Assessment, Training and Technical Assistance, Data System Expansion, Quality Improvement and grants management, Print/ Video Development and Production identified in the Aging and Disability Resource Center/ No Wrong Door System COVID-19 Critical Relief Fund Project.

The Bureau's clearance of this agreement is based solely on the fund certification provided by DPHSS. Please notify our office should there be legal improprieties with the subject request so that the Bureau may rescind its clearance.

Senseramente,

LESTER L. CARLSON, JR.

MANUEL REYLOM

10.26.20 9:40AM
ADM 202032996

RECEIVED
10/23/20 AH
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

**BUREAU OF BUDGET AND MANAGEMENT RESEARCH
WORK REQUEST (WR) CHECKLIST**

Requesting Dept./Agency: Department of Public Health & Social Services
 Division/Program: Division of Senior Citizens/Aging & Disability Resource Center/No Wrong Door (ADRC/NWD) COVID-19
Critical Relief Funds Grant
 Date Received by BBMR: _____ Date Reviewed: _____
 Work Request Title: 2020 Guam ADRC/No Wrong Door Work Request Accepting Dept. Agency: _____

Account Number	Object Category	Current Funds Available (AS400)	Date of Printout
<i>Control Account No.:</i> 5101H201730CV127230	230	\$163,601.00 (100% in reserve)	
<i>Subsidiary ("2") Account No.:</i>			

* Indicate for WR Amendments / Modifications only

PURPOSE / JUSTIFICATION FOR WORK REQUEST:

To engage UOG-CEDDERS to conduct rapid assessments to identify and state of affairs in the provision of and coordination of services through Information and Referral. The Rapid Assessments will focus on workforce responsibility to ensure the safety of workforce and continuity of services existing and emerging workforces relevant to Aging and Disability Resource Center for those most at-risk of COVID-19 who seek transitional support, and services that are at or above capacity and at risk of being stopped due to the increased demand of COVID-19 emergency.

	Department		BBMR	
	Yes	No	Yes	No
1. Is Intra-Department WR Form and MOU attached?	✓	—	✓	—
2. Is WR consistent with the control account objective?	✓	—	✓	—
3. Is WR form completely and properly filled out (including all required signatures)?	✓	—	✓	—
4. Is WR covered by available funds in control account?	✓	—	✓	—
5. If WR is federally funded, is applicable section of approved sub-grant budget attached?	✓	—	✓	—
6. Is the subject WR an Amendment? If "Yes," indicate Amendment Number.				
			Amendment No.:	_____
7. Is the required AS400 printout (of account to be charged) attached?	✓	—	✓	—

DEPARTMENT: _____

10-9-20
 CLN 10-7-20 OCT 09 2020

Prepared By: MATTHEW P. OROT, PROGRAM COORDINATOR II Date: 10/1/20
 Approved By (Dept. Head): ARTHUR U. SAN AGUSTIN, MHR, ACTING DIRECTOR Date: 10/9/20

BBMR ACTION:

Analyst Recommendation:

- Approval
 Disapproval

[Signature]
 (Analyst)

10/21/2020
 (Date)

COMMENTS:

**Aging and Disability Resource Center/ No Wrong Door System COVID-19 Critical Relief Fund
 Funding Account: 5101H201730CV127230- 2020 GUAM ADRC NWD GRANT
 Work Request Amount: \$163,601.00**

PHSSNICC Appropriation Accounts WRKAPPN
 10/07/20 Current Period 10:25:16
 Position to Account 5101H201730CV127230

pt Account No	Account name	Object Description
Total Approp	YTD Allot - (Expend + Encumb) =	Fund Avail
5101H201730CV127230	2020 GUAM ADRC NWD GRANT	CONTRACT
163,601.00		

Page 2 Display Appropriation Accounts Record DSPAPPN
 10/07/20 10:26:09

Appropriation account . : 5101H201730CV127230
 Account name : 2020 GUAM ADRC NWD GRANT
 Authorization number . :
 Grant award number . . : 90NWC30038-01-00 2020 GUAM ADRC NWD GRANT
 Catalog number : 93.048
 Governmental func code : CS COMMUNITY SERVICES
 Appropriation func code : 7400 Community Services
 Federal percent : 1.0000
 Local percent :
 Local account number . :
 Job order number . . . : 173020127230
 Begin date : 4 1 2020
 Lapse date : 9 30 2021
 Obligation end date . . : 9 30 2021
 Expenditure end date . . : 9 30 2021
 Add user, date : ACCARILA 5 11 2020

PHSSNICC Budget Executive Records WRKBXA
 10/07/20 As of date 10/2020 10:23:12
 Position to account number 5101H201730CV127230

Opt Account Number	Account Name	YrEnd Rollover	Reserve
Appropriations	YTD allotments		Unreleased
5101H201730CV127230	2020 GUAM ADRC NWD GRANT		163,601.00
163,601.00			

Appn acct no. . : 5101H201730CV127230 2020 GUAM ADRC NWD GRANT
 FY 2020 FY 2021
 Original appn . . : 158,147.00
 Adjustments . . . : 5,454.00
 Transfers :
 Total appn : 163,601.00
 YrEnd Rollover : 163,601.00 Appn w/rollover
 (01) October . . . : W/AllotRollover
 (02) November . . :
 (03) December . . :
 (04) January . . . :
 (05) February . . . :
 (06) March :
 (07) April : 158,147.00
 (08) May :
 (09) June : 5,454.00
 (10) July :
 (11) August :
 (12) September . . :
 YTD allotments . : 163,601.00
 * Unreleased:
 * Reserve : 163,601.00- 163,601.00 *(Excludes X/Z)

Point of Contact:
 Division of Senior Citizens, Acting Senior Citizens Administrator
 Charlene D. San Nicolas ♦ charlenc.sannicolas@dphss.guam.gov ♦ Tel. Nos. 735-7415 or 735-7421

20-0447 *[Signature]*

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES
DIVISION OF SENIOR CITIZENS
AND THE
UNIVERSITY OF GUAM – CENTER FOR EXCELLENCE IN DEVELOPMENTAL
DISABILITIES EDUCATION, RESEARCH, AND SERVICE
AGING AND DISABILITY RESOURCE CENTER/ NO WRONG DOOR SYSTEM
COVID-19 FUNDING OPPORTUNITY: CRITICAL RELIEF FUNDS**

Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 for Guam: Division of Senior Citizens, Department of Public Health and Social Services, Aging and Disability Resource Center/ No Wrong Door System Funding Opportunity: Critical Relief Funds. Award Authority: P.L. 116-136 (CARES Act) under P.L. 116-131 (OAA) CFDA 93.048, Special Programs for the Aging, Title IV, and Title II Discretionary Projects. Grant No. 90NWC30038-01-00 Project Period 04/01/2020 – 09/30/2021. Budget Period 04/01/2020 – 09/30/2021 – Grantee Guam DPHSS, DSC- Subaward.

The Department of Public Health and Social Services, Division of Senior Citizens (DPHSS, DSC) and the University of Guam – Center for Excellence in Developmental Disabilities Education, Research, and Service (UOG-CEDDERS) enter into this Memorandum of Agreement (MOA) for the purposes described below, effective upon the approval of the Governor.

THIS AGREEMENT is made by and between the Department of Public Health and Social Services, Division of Senior Citizens, State Office on Aging (DPHSS, DSC) a line agency of the government of Guam, whose address is 130 University Drive, Suite 8, University Castle Mall, Mangilao, Guam 96913 hereinafter called “DPHSS, DSC”, and the University of Guam- Center for Excellence in Developmental Disabilities Education, Research, and Services (Special Service Provider, Service Provider, Contractor, Subrecipient or Subawardee) whose address is House #29 Dean Circle, 303 University Drive, UOG Station, Mangilao, Guam 96923; hereinafter called “UOG-CEDDERS”.

WHEREAS, On April 29, 2020 DPHSS, DSC received Notice of Award for the Aging and Disability Resource Center/No Wrong Door System Funding Opportunity: Critical Relief Funds for COVID-19 Pandemic Response from HHS-2020-ACL-CIP-NWIG-043 and which the grant period is from April 01, 2020 to September 30, 2021.

WHEREAS, DPHSS, DSC and Special Service Provider are agreeing to a one-time subaward to pass-through Grant Award, to support preventing, preparing for and responding to Coronavirus Disease 2019 (COVID-19), as outlined in the Coronavirus Preparedness and Response Supplemental Appropriations Act 2020 P.L. 116-123.

WHEREAS, DPHSS, DSC project narrative for this one-time grant includes partnering with the UOG-CEDDERS to conduct activities related to various community rapid assessments to provide transitional support and service.

WHEREAS, DPHSS, DSC intends to utilize the services of UOG-CEDDERS to provide project systems support in the area of training and technical assistance, data system expansion, interoperability, reporting, continuous quality improvement, and grant management to meet the priorities established in the Aging and Disability Resource Center/ No Wrong Door grant.

WHEREAS, UOG-CEDDERS has the necessary personnel, expertise and background to meet the system supports in the areas of Rapid Assessment, Training and Technical Assistance, Data System Expansion, Quality Improvement and grants management, Print/Video Development and Production identified in the grant;

WHEREAS, pursuant to 2 CFR Part 200, the following information is provided:

1. This MOA between DPHSS, DSC and UOG-CEDDERS is a contract of a federal grant received by DPHSS, DSC from the Aging and Disability Resource Center/No Wrong Door System Funding Opportunity: Critical Relief Funds for COVID-19 Pandemic Response HHS-2020-ACL-CIP-NWIG-0431.
2. Contractor: UOG-CEDDERS
3. Federal Award Date: 04/01/2020 – 09/30/2021
4. Contract Period of Performance: Estimate Start Date:
Governor of Guam’s signature date to September 30, 2021
5. Amount of Federal Funds Obligated by by this Contract. \$163,601.00
6. Total amount of Federal Award: \$305,454.00
7. Federal Award Project Description: No Wrong Door Rapid Assessment
8. Name of the Federal Awarding Agency: Administration for Community Living (ACL)
9. Name and Contact Information for Federal Awarding Official: Kristie Kulinski
Switzer Building
330 C Street, SW
Washington, DC 20201-0003
Office: (202) 357-3544
10. CFDA Number & Name: 93.048 – Special Programs for the Aging Title IV and Title II Discretionary Projects

WITNESSETH

NOW, THEREFORE, the DPHSS, DSC and UOG-CEDDERS in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I. UOG-CEDDERS AGREES TO THE FOLLOWING:

Consistent with DPHSS, DSC's Aging and Disability Resource Center (ADRC)/No Wrong Door (NWD) System Grant Specific to the COVID-19 Pandemic Response HHS-2020-ACL-CIP-NWIG-0431 grant, UOG-CEDDERS shall facilitate the following technical assistance and training activities:

A. Develop a rapid assessment of the:

- (1) workforce responsible for conducting application assistance, assessments, person-centered planning, care coordination, transitional services and follow-up to ensure the safety of workforce and continuity of services;
- (2) existing and emerging workforces relevant to the ADRCs, including but not limited to volunteers, FEMA personnel / crisis counselors, and personnel across the aging and disability network in the state;
- (3) populations most at risk of COVID-19 who are seeking transitional support from hospital-to-home and nursing home-to-home to release additional pressure on hospitals and nursing homes;
- (4) services provided that are at or above capacity and at risk of being stopped due to increased demand of COVID-19 emergency.

B. Rapid assessment development to include:

- (1) Instrument & methodology that incorporates new user-friendly assessments and enhances existing rapid assessments;
- (2) flyers to recruit, inform, and encourage participation in the rapid assessment for identified survey demographics; and
- (3) 30-second Public Service Announcements (PSA) in English to recruit and encourage participation in the rapid assessment.

C. Conduct rapid assessment based on selected methodology (e.g. phone interviews, email, on-line survey, etc.)

D. Collect, compile, and summarize outcome/results data from the rapid assessment.

- E. Incorporate and enhance additional demographic information into the DPHSS, DSC's existing data system – gather data, warehouse the data, and deliver ready to use data as a framework for the NWD services initiative.
- F. Develop a training/informational binder for the NWD staff to utilize as a resource when assisting clients.
- G. Create and provide training in the utilization of social media methods for communication.
- H. Develop and produce print/video material regarding the NWD services to be published/broadcasted in four (4) languages (English, Chamorro, Tagalog, and Chuukese) with various media production companies.
- I. Coordinate with media outlets with a DPHSS, DSC representative to discuss and build awareness of the NWD services.
- J. Provide administrative support and technical assistance necessary to ensure a successful sustainable system for the NWD initiative.

SECTION II. THE DPHSS, DSC AGREES TO THE FOLLOWING:

- A. Contract the available amount of One Hundred Sixty-Three Thousand Six Hundred and One Dollars and Zero Cents (\$163,601.00) to support the ACL ADRC/NWD Program via this Memorandum of Agreement.
- B. Provide a liaison, a Program Coordinator, as the point of contact for all communications between DPHSS, DSC and UOG-CEDDERS.
- C. The DPHSS, DSC Program Coordinator will coordinate with DPHSS, DSC contractor of the Aging and Disability Resource Center software and service to facilitate the expansion and capacity of the existing data systems to include individuals with disabilities.
- D. Provide technical assistance and resources throughout the implementation of the rapid assessment activities and other ADRC/NWD activities.
- E. Provide orientation, training and access in the use of the program database to allow the UOG-CEDDERS staff to enter data of clients.
- F. Conduct monitoring activities to ensure compliance with DPHSS, DSC's Aging and Disability Resource Center (ADRC) / No Wrong Door (NWD) System Grant specific to the COVID-19 Pandemic Response HHS-2020-ACL-CIP-NWIG-0431 grant.

SECTION III. MISCELLANEOUS ADMINISTRATIVE:

- A. The Government's representative for administration of this agreement is:

CHARLENE D. SAN NICOLAS, MPA
Acting Senior Citizens Administrator
Division of Senior Citizens, Department of Public Health & Social Services
130 University Drive, Suite 8, University Castle Mall, Mangilao, Guam 96913

The representative for the University of Guam, Center of Excellence in Developmental Disabilities Education, Research, and Service for administration of this agreement is:

MICHELLE T. AGUIGUI, M.Ed.
Associate Director
Guam CEDDERS, House 17 Dean Circle
303 University Drive, Mangilao, GU 96913

In the event that either party designates different representatives after execution of this agreement, notice of the name and address of the new representatives will be given in writing to the other party.

- B. The parties may, at any time, mutually agree to make changes in the services performed hereunder. Any alternations, variations, modification or waivers of provisions of this agreement shall be valid only when they have been produced in writing, duly signed and attached to the original of this agreement.
- C. The headings under this agreement are for convenience only and are not a substantive part of this agreement.
- D. All equipment purchased hereunder shall be and remains the property of DPHSS, DSC and may be used by DPHSS, DSC without any additional cost to DPHSS, DSC.
- E. That DPHSS, DSC and UOG-CEDDERS shall abide by all Guam local and federal laws and regulations governing ACL No Wrong Door, including guidelines developed by the Guam Department of Public Health and Social Services, Division of Senior Citizens, and such as laws and regulations, constituted and amended during the term of this agreement.
- F. DPHSS, DSC assumes no liability for any accident or injury that may occur to the contractor, its employees, agents or personal property.
- G. Except otherwise set forth in this agreement, UOG-CEDDERS shall not be liable for any loss suffered by providers and its employees because of UOG-CEDDERS's action or non-action, if such as or non-action was not negligent and was made in good faith.
- H. All notices or other communications required or permitted under this agreement shall be considered duly given if sent by certified or registered mail, return receipt requested, to the party at the last known address.

SECTION IV. COMPENSATION:

- A. The DPHSS, DSC has allocated funding for UOG-CEDDERS for the costs of professional services in the total amount of One Hundred Sixty-Three Thousand Six Hundred One Dollars and Zero Cents (\$163,601.00). The DPHSS, DSC will compensate UOG-CEDDERS for work performed pursuant to Section I. The DPHSS, DSC shall compensate UOG-CEDDERS upon submission of invoices and the reconciliation of services rendered pursuant to Section I of this Agreement.
- B. The amount due to UOG-CEDDERS shall be paid in four (4) installments as invoiced by UOG-CEDDERS. The installments are as follows:
- (1) 1st Invoice: In the amount of \$40,900.25 to be invoiced and submitted to DPHSS, DSC within ten (10) business days upon the date this Agreement is effectuated, to procure training supplies and secure staff to coordinate and initiate the development and implementation of the rapid assessment.
- (2) 2nd Invoice: In the amount of \$40,900.25 to be invoiced and submitted to DPHSS, DSC within ten (10) business days together with the Deliverable and Summary Report describing: Completion of the data collection, compilation and summary of outcomes from the four (4) areas of the Rapid Assessments. The results will be summarized by:
- a. Existing workforce;
 - b. Emerging workforce;
 - c. Population most at risk of COVID-19 and;
 - d. Service needs identified due to the increased demands of the COVID-19 emergency.
- The Deliverable and Summary Report will also describe in writing 1) The completion of the creation of the infrastructure; 2) Training provided to DPHSS, DSC staff in the utilization of social media methods for communication; completion of the flyers to recruit, inform, and encourage participation in the rapid assessment; 3) Completion of the 30 second Public Service Announcement (PSA) in English to recruit and encourage participation in the rapid assessment. The completion date of the abovementioned deliverables are within Sixty (60) days, unless otherwise communicated in writing.
- (3) 3rd Invoice: In the amount of \$40,900.25 to be invoiced and submitted to DPHSS, DSC within ten (10) business days together with the Deliverable and Summary Report describing: 1) Completion of data system incorporation and enhancement; 2) Creation and training in the utilization of social

media methods for communication; and 3) Administrative support and technical assistance necessary to ensure a successful, sustainable system for the ADRC/NWD initiative. The completion date of the abovementioned deliverables is by April 30, 2021.

- (4) 4th Invoice: In the amount of \$40,900.25 to be invoiced and submitted with the Deliverable and Summary Report and Final Consolidated Report for the completion of: 1) The print/video production regarding the ADRC/NWD services to be published and broadcasted in four (4) languages (English, Chamorro, Tagalog, and Chuukese) with various media companies; 2) Coordination with media outlets with a representative from DPHSS, DSC to discuss and build awareness on the ADRC/NWD services; and 3) Administrative support and technical assistance necessary to ensure a successful, sustainable system for the No Wrong Door (NWD) initiative.

Final payment shall be authorized upon DPHSS, DSC's acceptance of the Final Consolidated Report with no further action to be taken by UOG-CEDDERS within sixty (60) days after September 30, 2021. The completion date of the abovementioned deliverables is by September 30, 2021. The DPHSS, DSC shall be responsible for and take reasonable steps to facilitate prompt payment within thirty (30) business days following receipt of invoice or request for payment together with the report of each deliverable report and invoice.

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Prior to final payment and as a condition precedent thereto, the UOG-CEDDERS shall execute and deliver to the DPHSS, DSC a Release of Claims in a form approved by the DPHSS, DSC, of the claims against the DPHSS, DSC arising under and by this Agreement.

SECTION V. TERMS OF AGREEMENT:

Subject to Section XVII, the term of this Agreement shall be from the date of the Governor's signature to the end of the program, but no later than September 30, 2021. No payment shall be made by the DPHSS, DSC for expenses incurred by UOG-CEDDERS until such time the Governor affixes her signature effectuating this Agreement as outlined in Section XVII of this Agreement.

SECTION VI. CHANGES:

Any changes to the Memorandum of Agreement shall be by mutual agreement of all agencies under this Agreement and shall be in writing. If such changes cause an increase or decrease in the costs of doing the work under this Agreement, or in the time required for this performance, a mutually agreeable adjustment shall be made and the Agreement shall be modified in writing accordingly.

SECTION VII. FORCE MAJEURE:

Neither party shall be responsible for delays or failures in its obligations herein due to a cause beyond its reasonable control. Such cases shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, unavailable raw materials, power or telecommunications, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

SECTION VIII. SCOPE OF AGREEMENT:

This agreement supersedes any and all other agreements, either oral or writing, between parties hereto with respect to the retainment of UOG-CEDDERS or by the Government and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be changed. For the purposes of this paragraph and of the entire agreement, the signature of the Governor of Guam is the only signature that will bind the agreement.

SECTION IX. GENERAL COMPLIANCE WITH LAWS:

Pursuant to 2 CFR Part 200, the following information is provided:

1. This MOA between DPHSS/DPHSS, DSC and UOG-CEDDERS is a contract of a federal grant received by DPHSS/DPHSS, DSC. The UOG-CEDDERS is the "contractor" of this federal grant. The DPHSS/DPHSS, DSC is the "recipient", acting as the "pass-through entity".
2. The contract recipient of this federal grant is the UOG-CEDDERS.
3. The contract recipient's Unique Entity Identifier Number (EIN): 98-0032933 and CONTRACT RECIPIENT DUNS: 779908151
4. The federal award identification number (FAIN): 90NWC30038
5. The federal award date of award: April 29, 2020
6. Contract period of performance start from the date of the Governor's signature to the end of the program, but no later than September 30, 2021.

7. Amount of federal funds obligated to the contract recipient by the pass-through entity for this award: \$163,601.00.
8. Total amount of federal funds obligated to the contract recipient by the pass-through entity including the current obligation: \$163,601.00 (total).
9. Total amount of this federal award committed to the contract recipient by the pass-through entity. The total amount of the federal award is \$305,454.00. Of this amount, the contract recipient will receive \$163,601.00 or approximately 55% of the total grant award.
10. The original MOA includes a description of the project in accordance with the Federal Funding Accountability and Transparency Act (FFATA).
11. a. Name of the Federal Awarding Agency: United States Department of Health and Human Services, Administration for Community Living
 Contact information:
 Name: Kristie Kulinski
 Title: ACL Federal Project Officer
 Phone: (202) 357-3544
 Email: Kristie.Kulinski@acl.hhs.gov
- b. Name of the recipient or pass-through entity: Department of Public Health and Social Services, Division of Senior Citizens
 Contact information:
 Name: Arthur U. San Agustin, MHR
 Title: Acting Director, DPHSS
 Phone: (671) 638-4512
 Email: Arthur.SanAgustin@dphss.guam.gov
- c. Name of the contract recipient: University of Guam – Center for Excellence in Developmental Disabilities in Education, Research, Service Contact information:
 Name: June De Leon
 Title: Interim Director, UOG-CEDDERS
 Phone: (671) 735-2482
 Email: deleonj@triton.uog.edu
12. CFDA Number & Name: 93.043 – Special Programs for the Aging_Title IV_and Title II_Discretionary Projects
13. This award is not for research and development (R&D).
14. The administrative cost for the federal award for the University of Guam is 10%.
15. The pass-through entity (DPHSS/DPHSS, DSC) has the express permission of the contract recipient (UOG-CEDDERS) for DPHSS/DPHSS, DSC and auditors to have access to UOG-CEDDERS's records and financial statements as necessary for the DPHSS/DPHSS, DSC to meet the requirements of §200.300 – §200.309. 2 CFR §200.331(a)(5).
16. The appropriate terms and conditions concerning closeout of the contract award are as follows: The contract recipient (UOG-CEDDERS) has 30 days after the completion of the project as herein specified under this Agreement to submit a closeout report.

17. DPHSS/DPHSS, DSC and UOG-CEDDERS agree to comply with and require each of its contractors and subcontractors employed in the completion of the project to comply with 2 CFR §200.322, "procurement of recovered materials," and section 6002 of the Solid Waste Disposal Acts, as amended by the Resource Conservation and Recovery Act: to include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
18. The undersigned agree to follow closeout provisions as specified in § 200.343:
§ 200.343 Closeout. The federal agency or pass-through entity will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. This section specifies the actions the non-Federal entity and Federal awarding agency or pass-through entity must take to complete this process at the end of the period of performance.
- (a) The non-Federal entity must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by or the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested by the non-Federal entity.
 - (b) Unless the Federal awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end of the period of performance as specified in the terms and conditions of the Federal award.
 - (c) The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for allowable reimbursable costs under the Federal award being closed out.
 - (d) The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that is not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see § 200.345 Collection of amounts due for requirements regarding unreturned amounts that become delinquent debts.
 - (e) Consistent with the terms and conditions of the Federal award, the Federal awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
 - (f) The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with §§ 200.310 Insurance coverage through 200.329 Reporting on real property.

- (g) The Federal awarding agency or pass-through entity should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

UOG-CEDDERS agrees to comply with the federal terms and conditions for CFDA 93.048 Special Programs for the Aging Title IV_ and Title II_Discretionary Projects as prescribed in "Attachment A". Recipient, sub-recipient, and contractors shall be required to comply with all Federal and Guam laws and regulations applicable to the work. Grantee, subgrantee, and contractors shall attach a copy of its business license or a statement of exemption pursuant to Section 16024 of the Government Code.

SECTION X. EMPLOYMENT PROHIBITION:

The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28, Article 2, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within 24 hours of the conviction and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within 24 hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within 24 hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

SECTION XI. ACCESS TO RECORDS AND OTHER REVIEW:

UOG-CEDDERS shall maintain all data and records pertaining to this Agreement and make such materials available at their respective offices at reasonable times during the agreement period and for three (3) years from the date of the final payment. In addition, UOG-CEDDERS shall provide such information, upon request by the DPHSS, DSC.

SECTION XII. OWNERSHIP OF DOCUMENTS/EQUIPMENT:

All briefs, memoranda, and other incidental works by UOG-CEDDERS and contractors or materials furnished hereunder shall be and remain the property of DPHSS, DSC, including all publication rights and copyright interests, and may be used by DPHSS, DSC without any additional cost to DPHSS, DSC. Data collected and analyzed by UOG-CEDDERS and contractors shall not be published without prior authorization of DPHSS, DSC; and if publication is to take place, it shall be under the joint authorship of DPHSS, DSC and UOG-CEDDERS.

SECTION XIII. NOTIFICATION OF CLAIMS:

UOG-CEDDERS will, within thirty (30) days after any claim accrues arising out of or in connection with this Agreement provide herein, give written notice to the DPHSS/DPHSS, DSC and the Attorney General of Guam of such claim, setting forth in detail all the facts relating thereto and the basis for such claim; and will not institute any suit or action against the Government in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted, proof by UOG-CEDDERS of its compliance with provisions of this paragraph does not constitute a waiver of any applicable statutes of limitation.

SECTION XIV. TERMINATION:

In the event there is a deficiency in performance on the part of UOG-CEDDERS the DPHSS, DSC shall notify UOG-CEDDERS in writing, requiring said deficiency to be corrected. Should the deficiency prove to be substantial and remain uncorrected for more than 72 hours after receipt of written notification, DPHSS, DSC shall provide a written notice of intent to terminate the Agreement. If the termination by reason of the deficiency is found to be reasonable by both parties and within the scope of this Agreement, services will be terminated immediately and with no penalty to DPHSS, DSC. The services rendered by UOG-CEDDERS, until termination, shall be invoiced and payable immediately to UOG-CEDDERS by DPHSS, DSC. Either of the parties hereto, may terminate for breach of provision in this Agreement in whole or in part at any time, by providing written notification to the other justifying the reason(s) for termination, effective date of termination, and termination provisions.

SECTION XV. FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA):

Subrecipient agrees to comply with the applicable provisions of FFCRA. FFCRA requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020. Employer shall obtain the Employees Rights DOL Posters <https://www.dol.gov/agencies/whd/pandemic> or obtain from the Guam Department of Labor, <https://dol.guam.gov/compliance/whd/>; and post them, and comply with the FFCRA.

SECTION XVI. COVID-19:

Service Provider, Contractor, Subrecipient or Subawardee shall not use funds under this agreement for costs that are reimbursed or compensated by other federal or state programs that provide for such benefits, including but not limited to Small Business Administration's Paycheck Protection Program, the Public Health and Social Services Emergency Funder, or unemployment compensation.

SECTION XVII. EFFECTIVE DATE OF AGREEMENT:

This Agreement shall take effect upon the date it is signed by the Governor of Guam and the date of this Agreement shall be the date upon which the Governor affixes her signature and extend through September 30, 2021 or unless otherwise agreed upon by all parties.

-----SIGNATURE PAGE FOLLOWS-----

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated by their respective names.

UNIVERSITY OF GUAM:

[Signature] 8/4/2020
Date
JUNE DE LEON, M.Ed
Interim Director, Guam CEDDERS, UOG

[Signature] 8/24/2020
Date
RACHAEL T. LEON GUERRERO, Ph.D
Director, ORSP, UOG

APPROVED BY: [Signature] 8/28/20
Date
THOMAS W. KRISE, Ph.D
President, University of Guam

[Signature] 8/25/20
Date
ANITA B. ENRIQUEZ, D.B.A.
Senior Vice President, ASA, UOG

[Signature] 8/11/20
Date
ANTHONY R. CAMACHO, ESQ.
General Counsel, UOG

APPROVED [Signature]
CLEARED PER
BBMR'S REVIEW
OCT 15 2020
LESLIE L. CARLSON, JR. Date
Director, Bureau of Budget and Management
Research

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES:

[Signature] 10/9/20
Date
ARTHUR U. SAN AGUSTIN, MHR
Acting Director

CERTIFIED FUNDS AVAILABLE
[Signature] OCT 07 2020
Date
TOMMY C. TAITAGUE, ASO
Certifying Officer, DPHSS

SUBJECT TO AVAILABILITY OF FUNDS:
Account No.: 5101H201730CV127230
Amount: \$163,601.00
Vendor No.: U0226601
Document No.: C21-1700-011
Period Covering: Effective Date to 09/30/2021
Subject to the appropriation, allocation and availability of funds

APPROVED AS TO LEGALITY AND FORM
[Signature] Date
SEVIN TAITANO CAMACHO, ESQ
Attorney General of Guam

RECEIVED
OCT 19 2020
21,717,000
Bureau of Budget and Management Research

APPROVED:
[Signature]
LOURDES A. LEON GUERRERO
Governor of Guam, MAGA'HAGA'
Date: 12/21/2020

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date _____
Registration No. _____
Vendor No. _____
Registered By _____

20-0447 *[Signature]*

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated by their respective names.

UNIVERSITY OF GUAM:

[Signature] 8/11/2020
Date
JUNE DE LEON, M.Ed
Interim Director, Guam CEDDERS, UOG

[Signature] 8/24/2020
Date
RACHAEL T. LEON GUERRERO, Ph.D
Director, ORSP, UOG

APPROVED BY:

[Signature] 8/29/20
Date
THOMAS W. KRISE, Ph.D
President, University of Guam

[Signature] 8/25/20
Date
ANITA B. ENRIQUEZ, D.B.A.
Senior Vice President, ASA, UOG

[Signature] 8/11/20
Date
ANTHONY R. CAMACHO, ESQ.
General Counsel, UOG

APPROVED

LESTER L. CARLSON, JR. Date
Director, Bureau of Budget and Management Research

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES:

[Signature] 10/9/20
Date
ARTHUR U. SAN AGUSTIN, MHR
Aging Director

CERTIFIED FUNDS AVAILABLE

[Signature] OCT 07 2020
Date
TOMMY C. TAITAGUE, ASO
Certifying Officer, DPHSS

SUBJECT TO AVAILABILITY OF FUNDS:

Account No.: 5101H201730CV127230
Amount: \$163,601.00
Vendor No.: U0226601
Document No.: C21-1700-011
Period Covering: Effective Date to 09/30/2021
Subject to the appropriation, allocation and availability of funds

APPROVED AS TO LEGALITY AND FORM

[Signature] 12/21/20
Date
LEEVIN TAITANO CAMACHO, ESQ
Attorney General of Guam

DPHSS 20-0447

APPROVED:

[Signature]
LOURDES A. LEON GUERRERO
Governor of Guam, MAGA'HAGA'

Date: 12/21/2020

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date 12/21/2020
Registration No. C210600190
Vendor No. U0226601
Registered By: R 12/28/2020

ATTACHMENTS

- Attachments A-1 Notice of Award Grant**
- Attachments A-2 Guam Division of Senior Citizens-Project Narrative
(partnership with UOG-CEDDERS)**
- Attachments A-3 Limited English Proficiency Certification**
- Attachments A-4 Certification of Non-Discrimination**
- Attachments A-5 Civil Rights Requirements**
- Attachments A-6 Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion**
- Attachments A-7 Compliance with Federal Laws and Regulations**
- Attachments A-8 Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for Health
and Human Services (HHS) Awards – Contract Provisions**
- Attachments A-9 Scope of Work-ADRC/NWD Rapid Assessment**

Attachment A-1

Department of Health and Human Services
Administration For Community Living

Switzer Building 330 C Street, SW
Washington, DC 20201-0003

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
Coronavirus Preparedness and Response Supplemental Appropriations
Act, 2020, P.L. 116-123

1. DATE ISSUED MM/DD/YYYY 06/06/2020

2. CFDA NO. 93.048 - Special Programs for the Aging, Title IV, and Title II, Discretionary Projects

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. 90NWC30038-01-01
Funding Opportunity

5. PROJECT PERIOD From 01/01/2020 Through 09/30/2021

6. BUDGET PERIOD From 04/01/2020 Through 03/31/2021

7. TITLE OF PROJECT (OR PROGRAM)
QUAL DIVISION OF SENIOR CITIZENS DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, AGING AND DISABILITY RESOURCE CENTER/NO WRONG DOOR SYSTEM FUNDING OPPORTUNITY- CRITICAL RELIEF FUNDS

8a. GRANTEE NAME AND ADDRESS
Department of Public Health & Social Services
123 Chaon Kanta
Division of Public Health
Mangiao, GU 96913-4304

8b. GRANTEE PROJECT DIRECTOR
Mr. Arthur U. Chin Agustin MPH
DPHCS ITC Building Ctr. 2 W. 390 S. Marine Corps Dr
Division of Senior Citizens
Taraumi, GU 96913-3532
Phone: 671-735-7421

8c. GRANTEE AUTHORIZING OFFICIAL
Ms. Linda Ursingwa Demeray
123 Chaon Kanta
Mangiao, GU 96913-4304
Phone: 671-735-7421

8d. FEDERAL PROJECT OFFICER
Kosha Kothari
Center Building
330 C Street, SW
Washington, DC 20201-0003
Phone: 202-357-3544

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
1. Financial Assistance from the Federal Awarding Agency Only	
2. Total project costs including grant funds and/or other financial participation	B
3. Salaries and Wages	82,776.00
4. Fringe Benefits	4,137.70
5. Total Personnel Costs	127,753.00
6. Equipment	10,500.00
7. Supplies	3,600.00
8. Travel	0.00
9. Construction	0.00
10. Other	1,454.00
11. Contractual	158,147.00
TOTAL DIRECT COSTS	305,454.00
12. INDIRECT COSTS	0.00
TOTAL APPROVED BUDGET	305,454.00
13. Federal Share	305,454.00
14. Non-Federal Share	0.00

12. AWARD COMPUTATION			
a. Amount of Federal Financial Assistance (from Form 112)	305,454.00		
b. Less Unobligated Balance from Prior Budget Period	0.00		
c. Less Cumulative Prior Awards (This Budget Period)	0.00		
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	305,454.00		
e. Total Federal Funds Awarded to Date for Project Period	305,454.00		
13. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project)			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
B. 2		d. 5	
C. 3		e. 6	
D. 4		f. 7	
14. PROGRAM COSTS SHALL BE SET IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES			
<input type="checkbox"/> COLLECTIVE <input type="checkbox"/> ADDITIONAL COSTS <input checked="" type="checkbox"/> NO FUNDING <input type="checkbox"/> OTHER RESEARCH (Add Detail Below) <input type="checkbox"/> OTHER (See Remarks)			
15. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLE PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BY OTHER DOCUMENTS BY REFERENCE IN THE FOLLOWING:			
a. The grant program regulations. b. The grant program regulations. c. The award notice including terms and conditions, any add-on letter order (if applicable). d. Federal administrative requirements and principles and add-on requirements applicable to the grant.			
In the event there are conflicting or contradictory requirements specified in the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is accomplished by the grantee when funds are placed in direct payment from the grant payment system.			

REMARKS (Other Terms and Conditions Attached) Yes No

This award includes an administrative supplement as requested in the grantee's application awarded via GrantCollaborator on May 27, 2020. These funds may not be expended for any other purpose without the written prior approval of the Administration for Community Living.

All of the Terms and Conditions from the prior Notice of Award dated April 29, 2020 remain in effect.

GRANT'S MANAGEMENT OFFICIAL
Tanya Crandley, Grants Management Officer
Center Building
330 C Street, SW
Washington, DC 20201-0003
Phone: N/A

17 OBJ CLASS	4145	18a. VENDOR CODE	19000 (PS)TA2	18b. ICM	060011847	19. DUNS	835629700	20. COMG. DIST	00
FF-ACCOUNT NO.	DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FUND		APPROPRIATION		
21. A.	D-299C34D	b.	90NWC30038C3	c.	CFP	d.	35,454.00	e.	75-2021-0142
22. A.		b.		c.		d.		e.	
23. A.		b.		c.		d.		e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 5	DATE ISSUED 04/29/2020
GRANT NO	90NWC30038-01-00

SPECIAL CONDITIONS

1. Grantees are expected to participate in technical assistance activities during the project period. This may include participation in webinars, one-on-one communication, and completing required assessment activities, as per the Funding Opportunity Announcement. In addition, as a part of technical assistance requests, grantees are to validate the geographic coverage of Aging and Disability Resource Centers within the state.

Standard Administrative Terms

1. Standard Administrative Terms

1. This award is paid by DHHS Payment Management System (PMS). Please go to <https://pms.psc.gov/> for payment and reporting information.
2. Initial expenditure of funds by the grantee constitutes acceptance of this award. Any future support is subject to the availability of funds and programmatic priorities.
3. **Matching Requirements** - Grantees must provide the match listed in section 11n of the NOA in accordance with the program requirements and what was listed within the application submitted for this award.
4. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award. This includes requirements in Parts I and II of the HHS GPS (available as a pdf at this link <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>).
5. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <https://acl.gov/grants/managing-grant>
6. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS. Also, the general provisions from "Consolidated Appropriations Act, 2020 (Public Law 116-94), signed into law on December 20, 2019, apply to this award and can be found on the ACL Website: <https://acl.gov/grants/managing-grant>

Salary Limitation:

The General Provisions in the Consolidated Appropriations Act, 2020 (Public Law 116-94), signed into law on December 20, 2019, includes provisions for a salary rate limitation. The law limits the salary amount that may be awarded and charged to ACL grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary of the Federal Executive Pay scale is \$197,300. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an ACL grant or cooperative agreement. Note that these or other salary limitations will apply in FY 2020, as required by law.

NOTICE OF AWARD (Continuation Sheet)

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GRANT NO	90NWC30038-01-00

7. Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award. The effective date is for all grants and contracts issued on or after July 1, 2013, through January 1, 2017.

8. All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

9. Federal Awardee Performance and Integrity Information System (FAPIS):

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

10. FFATA and FSRS Reporting - The Federal Financial Accountability and Transparency Act (FFATA) requires data entry at the FFATA Subaward Reporting System located at <http://www.FSRS.gov> for all sub-awards and sub-contracts issued for \$25,000 or more as well as addressing executive compensation for both grantee and sub-award organizations. Additional guidance is located at: http://www.acl.gov/Funding_Opportunities/Grantee_Info/FFATA.aspx

11. Grants Management Module - ACL discretionary grantees are required to use the Grants Management Module (GMM) for their end to end grants management services (tracking and receiving various award actions, submitting financial and progress reports, general correspondence, requests etc.) The grantee authorizing official identified in box 10a., and grantee project director identified in box 9b., must ensure they are registered with GMM and have the appropriate role assigned to them by their organization. Please follow the GMM grantee account registration information located at the following URL: <https://www.grantsolutions.gov/support/registration.html>. If you are unable to register or have questions associated with registration, contact your Grants Management Specialist (GMS).

12. Closeout Requirements - A final Federal Financial Report (SF-425), a Property Inventory and Disposition Statement, and a final Project Report are due within ninety (90) days after the expiration

NOTICE OF AWARD (Continuation Sheet)

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of the project period in box 6 of the Notice of Award. Submit all reports as a "note" using an authorized Grants Management Module account.

REPORTING REQUIREMENTS

1. Federal Financial Report (FFR) Updates

Effective October 1, 2019, for all new awards issued in FY 2020, grant recipients that receive funding from Administration of Community Living (ACL) will be submitting the FFR in the Payment Management System (PMS) to reduce burden by eliminating the need to report duplicative information across multiple reporting sources and instead allow grant recipients to report/certify expenditure data once through a single entry point. For awards issued prior to FY2020, grant recipients should submit the FFR's based on the previous requirements set forth by the agency.

Financial Reporting - Grantees are required to submit quarterly and annual financial reports (SF 425), which are due 30 days following the reporting period.

1.

1. Quarterly Reporting - Grantees are required to complete the federal cash transactions portion of the SF-425, lines 10 a through e within the Payment Management System for the calendar quarters ending 3/31, 6/30, 9/30, and 12/31 through the life of the award.
2. Annual Reporting - This report is cumulative. The first report reflects the initial 12 month period. The report is due 30 days after the conclusion of each 12 month period. For example, awards issued on 9/1, the report period ends on 8/31 the following year and is due on 9/30. For each subsequent report, the end date and due date should be extended by one year. You must reconcile your cash accounts with your expenditures for the reporting period and submit a cumulative report each year. A final report is due 90 days after the expiration date of the project period. The FFR report must be submitted in the Payment Management System (PMS).

All grant awards issued prior to FY 2020 must adhere to their previously established report submission requirements, and use the Federal Financial Report (SF-425) form, located at: <https://acl.gov/grants/managing-grant>. The SF-425 form is downloadable as a PDF or can be copied to Excel. Complete all lines as appropriate.

Program Progress Reporting - Program Progress Reports are due semi-annually (within 30 days following each six month period), effective with the start date of the award. This report must be submitted as a "note" using an authorized GrantSolutions account.

STAFF CONTACTS

1. If you need additional information, please consult the ACL website at <https://acl.gov/grants/managing-grant>. In addition, your assigned Grants Management Specialist and ACL Project Officer are always available to answer questions. For inquiries related to the negotiation of this award or interpreting the fiscal or administrative requirements, policies, or provisions your contact is Grants Management Specialist, LaDeva Harris at LaDeva.Harris@acl.hhs.gov or (202) 795-7360. If you have questions related to program requirements, contact the Program Officer listed in section 10b of the Notice of Award.

NOTICE OF AWARD (Continuation Sheet)

PAGE 5 of 5	DATE ISSUED 04/29/2020
GRANT NO 90NWC30038-01-00	

Acknowledged Receipt


June De Leon, M.Ed. Date
Interim Director, Guam CEDDERS, UOG

8/11/2020


Thomas W. Krise, Ph.D. Date
President, UOG

8/18/20

Acknowledged Receipt


Arthur U. San Agustin, MHR Date
Acting Director, DPHSS

10/9/20

GUAM: DIVISION OF SENIOR CITIZENS, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, AGING AND DISABILITY RESOURCE CENTER NO WRONG DOOR SYSTEM FUNDING OPPORTUNITY: CRITICAL RELIEF FUNDS

Project Narrative:

The Division of Senior Citizens (DSC), Department of Public Health and Social Services (DPHSS) and key stakeholders recognize the importance for the continued access and coordination of services, most especially now that our community is practicing social distancing which limits access to services due to the COVID-19 pandemic. For purposes of this grant, the island of Guam is identified as the geographic service area. The Division of Senior Citizens (DSC) within DPHSS manages Title III and VII grant funds of the Older Americans Act to include administering the Aging and Disability Resource Center (ADRC) Program through a contract with GetCare RTZ Systems; there is only one ADRC on Guam which is managed by DSC/DPHSS.

DSC also administers the No Wrong Door Initiative ensuring eligible participants have access to needed services with community partners adopting options counseling and person-centered planning. In past years, partners have included the Department of Integrated Services for Individual with Disabilities (DISID), Guam Behavioral Health and Wellness Center (GBHWC), and DPHSS Medicaid. At this time, DISID is deemed a non-essential agency and is closed until May 5, 2020 as per Executive Order. DSC will manage activities related to persons with disabilities until DISID is operational at which such time, DSC will request their engagement; all other partners are operational at this time.

In partnership with the University of Guam Center for Excellence in Developmental Disabilities, Education, Research, and Service (CEDDERS) along with community partners, public, private, non-profit, faith based and ethnic groups to conduct rapid assessments to identify and state of affairs in the provision of and coordination of services through I&R. The assessments will focus on workforce responsibility – in ensuring the safety of workforce and continuity of services, existing and emerging workforces relevant to ADRC, most at-risk of COVID-19 who seek transitional support, and services that are at or above capacity and at risk of being stopped due to the increased demand of COVID-19 emergency.

As part of our partnership with CEDDERS, in addition to conducting the various rapid assessments, we anticipate our outcomes will include the ability for our seniors, adults with a disability and caregivers to have greater access to services through technology (virtual management), to have continuity of care through the ability to access their providers through Zoom or other media modality (develop and/or enhance innovative services or service structures), and to avail themselves of information through YouTube that will provide information and updates to assist seniors stay connected and socially engaged with service providers (mitigating social isolation through proactive I&R follow-up) which includes two additional DSC staff to build capacity to assist and coordinate in the provision of information and delivery of services. Given our island's local network, DSC will partake in the coordination and planning in the deployment of targeted care transition services.

The amount of \$127,753 (43%) will be used for Salary and Fringe Benefits, \$10,500 (3%) for Equipment, \$3,600 (1%) for Supplies and \$158,147 (53%) for Contractual, for a total of \$300,000.

For additional information, contact, Mr. Arthur U. San Agustin, MHR, Senior Citizens Administrator, Division of Senior Citizens, Department of Public Health and Social Services at arthur.sanagustin@dphss.guam.gov or at (671-)735-7415/7421. Or, you may contact our Authorized Representative Ms. Linda Unpingco DeNorcey, MPH, Director, DPHSS at linda.denorcey@dphss.guam.gov.

LIMITED ENGLISH PROFICIENCY CERTIFICATION

Limited English Proficiency Certification

I certify that Limited English Proficiency persons have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

SUBMITTED BY:

Signature: 	Date: 8/18/20
---	---------------

Name: Thomas W. Krise Ph. D.	Title: President
------------------------------	------------------

Agency: UOG

Instructions: Authorized Official to sign, date and submit this form.

CERTIFICATION OF NON-DISCRIMINATION
Certification of Non-Discrimination

Contractor agrees that:

It will comply, with and will insure compliance by its sub-grantees and contractors with the nondiscrimination requirements of the following statutes and regulations:

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEO), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services.

If your organization is required to develop an EEO and your organization has received a single award for \$500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEO to the U.S. Department of Health and Human Services for their review and approval.

SUBMITTED BY:

Signature of Authorized Official:  Date: 8/18/20

Name of Authorized Official: Thomas W. Krise, Ph.D.

Name of Organization: UOG

Instructions: Authorized Official to sign, date and submit this form.

CIVIL RIGHTS REQUIREMENTS

Civil Rights Requirements

Contractor:

Civil Rights Contact Person:

Thomas W. Krise, Ph.D. 

Title/Address:

President
UOG Station, Mangilao, Guam 96923

Telephone Number:

(671) 735-2990

Number of persons employed by the offeror unit:

7

Instructions: Authorized Official to sign, date and submit this form.

Attachment A-6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION: Identify and assess state of affairs and services of persons with disabilities and senior citizens as it relates to COVID-19

Project Name: Aging and Disability Resource Center No Wrong Door System COVID-19 Critical Relief Fund Project

Project Number: 90NWC30038-01-00

Data Universal Numbering System (DUNS) Number: 8550287000000

Principal Contact: UOG Michelle Aguiñu / Associate Director, CEDDERS

Firm Name / Contact Name / Title

UOG Station, Mangilao, Guam 96923

Firm Address / Phone Number / Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

(1) The undersigned certifies, by submission of this proposal, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal.

*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.



 Signature Authorized Certifying Official

Thomas W. Krise, Ph.D., President, UOG
 Typed Name and Title

CEDDERS, UOG
 Prospective Contractor Organization

8/15/20
 Date Signed

 Contractor License No. (if any)

Instructions: Authorized Official to sign, date and submit this form.

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

**Department of Public Health and Social Services
 Division of Senior Services
 U.S. Department of Health and Human Services
 Administration of Community Living – Older Americans Act Title III-B
 Legal Assistance Services Program (LAS)
 Federal Grant Funds**

Offeror/Bidder Contractor Subrecipient by signing below agree to comply with HHS Requirements which follow:

(See <https://www.acl.gov/grants/messaging-grants>) for a complete listing of Terms and Conditions, including HHS Grants Policy Statement as to the flow-down of clauses and requirements, and see <https://www.ecfr.gov/> and navigated to the OMB Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “the Uniform Guidance” at 2 CFR Part 200 and the Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for HHS Awards “the HHS Uniform Guidance” at 45 CFR, Part 75 for HHS Awards, and 45 CFR Subpart C- The Administration for Community Living- Grants to State and Community Programs Section 1321 that sets for the requirements under Title III of the Older Americans Act, as Amended, and Part 1321 Subpart D Service Requirements- Contract Provisions, and the Notice Prime Grant Award to DPHSS, DSC, Title of Program (OA_) Older Americans Act Title III-Supportive Services Award Authority: P.L. 116-131 (OAA), Date: July 31, 2020, Grant No.: 2001GUOA_, Award Instrument: Grant (Formula) Project Period 10/01/2019 – 09/30/2021, Budget Period: 10/01/2019 – 09/30/2021, CFDA 93.0_. The Supporting Older Americans Act of 2020 reauthorizes programs for FY 2020 through FY 2024. It includes provisions that aim to remove barriers to the aging network increasing business acumen and capacity building, provide states and localities with the flexibility of deciding the allocation of National Family Caregiver Services between the populations served, and extends authorization of the RAISE Family Caregiver Act and the Supporting Grandparents Raising Grandchildren Act by one additional year, P.L. 116-131, 03/25/2020.

A. Standards of Conduct for Recipient Employees.

HHS requires recipients to establish safeguards to prevent employees, consultants, members of governing bodies, and others who may be involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. These safeguards must be reflected in written standards of conduct. Except as provided below, HHS does not require a recipient to establish separate standards of conduct if it maintains such standards for its non-grant-supported activities, as long as those standards are consistent with State and local laws and cover, at a minimum, expected conduct in regard to financial interests, gifts, gratuities and favors, nepotism, and such other areas for governmental organizations as political participation and bribery.

The standards also must do the following:

- Address the conditions under which outside activities, relationships, or financial interests are proper or improper.
- Provide for advance notification of outside activities, relationships, or financial interests to a responsible organizational official.
- Include a process for notification and review by the responsible official of potential or actual violations of the standards.
- Specify the nature of penalties that the recipient may impose. These penalties would be in addition to any penalties that HHS or a cognizant Federal agency may impose for infractions that also violate the terms and conditions of award.

Recipients are not required to submit its general standards of conduct to HHS for review or approval. However, a copy must be made available to each of the recipient’s officers; each employee and consultant working on the grant-supported program, project, or activity; each member of the governing board, if applicable; and, upon request, the OPDIV. The recipient is responsible for enforcing its standards of conduct, taking appropriate action on individual infractions, and, in the case of financial conflict of interest, informing the GMO if the infraction is related to a research award (see “Other Research-Related Requirements—Financial Conflict of Interest” for the specific regulatory requirements that apply to financial conflict of interest under research grants). Reference pg. II-7 of the [HHS Grants Policy Statement](#)

If a suspension or separation action is taken by a recipient against a PLPD or other key personnel, the recipient must request prior approval of the proposed replacement.

B. Hatch Act.

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1528). “State or local officer or employee” means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

C. Age Discrimination Act of 1975.

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

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D. Civil Rights Act of 1964.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

E. Education Amendments of 1972.

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

F. Rehabilitation Act of 1973.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

G. Conflict of Interest.

Subrecipients must establish personnel policy to prevent employees, consultants, members of governing bodies, and others involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. The personnel policy must:

- Address the conditions under which outside activities, relationships, or financial interests are proper or improper.
- Provide for advance notification of outside activities, relationships, or financial interests to a responsible organizational official.
- Include a process for notification and review by the responsible official of potential or actual violations of the standards.
- Specify the nature of penalties that may be imposed for violations.

H. Drug-Free Workplace.

The personal policy must include the following:

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The unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace.

- Employees must notify management, as a condition of employment, in writing within five calendar days, if they are convicted of violating a criminal drug statute.
- Appropriate personnel action must be taken, within 30 calendar days, against any employee convicted of violating a criminal drug statute up to and including termination, or require the employee to participate satisfactorily in a federal, state, local, or law enforcement-approved drug abuse assistance or rehabilitation program.
- Federal agencies must be notified in writing, within 10 calendar days, if any employee engaged in the performance of an award is convicted of violating a criminal drug statute.

Reference the Government-wide Requirements for Drug-Free Workplace, [§s 82.3 and 82.4 of 45 CFR Part 82 \(PDF 1172.6 KB\)](#).

I. Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g). Provisions applicable to Contractors and subcontractors who are private entities. Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) use forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Provision applicable to Contractor and subcontractors other than a private entity. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, subgrant without penalty, if a Contractor or subcontractor that is a private entity- is determined to have violated an applicable prohibition above in this clause; or has an employee who is determined by the agency official authorized to terminate the contract to have violated an applicable prohibition above in this clause through conduct that is either- associated with performance under this procurement; or imputed to the Contractor or its subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the United States Department of Public Health and Human Services 2 CFR part 376

Provisions applicable to any recipient. Contractor and its subcontractors must inform, DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living immediately of any information they receive from any source alleging violation of the above prohibitions in this clause. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living right to terminate unilaterally that is described above: implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVA), as amended (22 U.S.C. 7104 (g)), and is in addition to all other remedies available in this contract. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) "Employee" means either: an individual employed by you or a subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3) "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are

defined in 2 CFR 175.25. Includes: a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). A for profit organization. (4) "Serve forms of trafficking in persons", "commercial sex acts", and "coercion" have the meaning given at section 103 of TVPA, as amended (22 U.S.C. 7102)

J. Federal Funding Accountability and Transparency Act (FFATA).
Contractor is subject to sub-award and executive compensation requirements in the FATA Sub-award Reporting System (FSRS).

See http://www.acl.gov/Funding_Opportunities/Grantee_Info/FFATA.aspx.

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Contractors and sub Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000. The reporting requirements are as follows:

- This requirement is for both mandatory and discretionary grants awarded on or after October 1, 2010.
- All sub-award information must be reported by the prime awardee.
- For those new Federal grants as of October 1, 2010, if the initial award is equal to or over \$25,000, reporting of sub-award and executive compensation data is required.
- If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000.
- If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency Act and this Guidance.

K. Requirements for Federal Funding Accountability and Transparency Act Implementation.
In September 2010, the Office of Management and Budget issued Interim Final Guidance in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) to establish reporting requirements necessary for the implementation of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252. This award term implements those requirements and is located at 2 CFR Part 170.

Appendix A to Part 170—Award Term Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. **Applicability:** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph a.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.frsa.gov> specify.

b. Reporting of Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the [Executive Compensation](#) page of the SEC website.)

2. Where and when to report. You must report executive total compensation described in paragraph b 1. of this award term.

- i. As part of your registration profile at the [Central Contractor Registry](#).
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the [Executive Compensation](#) page of the SEC website.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term.

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. **Definitions**

For purposes of this award term:

1. "Entity" means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. "Executive" means officers, managing partners, or any other employees in management positions.
3. "Subaward":
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. "Subrecipient" means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

L. **Same-Sex Marriage – United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7.**

All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. Federal grant funds from the U.S. Department of Health and Human Services, Administration for Community Living (ACL) are part of this procurement. The ACL has issued guidance as to same-sex marriage and its grant funds. In the event that the guidance applies to this procurement, then Contractor agrees to comply with any and all requirements of the ACL with regard to its guidance on same-sex marriage.

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M. Pilot Program for Enhancement of Contractor Whistleblower Protections.

Contractors are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections" of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub.L. 112-239, enacted January 2, 2013) applies to this procurement. The effective date is for grants and contracts issued on or after July 2, 2013.

Contractor agrees to comply with Section 1553 of the American Recovery and Reinvestment Act of 2009 (ARRA), which states: An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of— (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

N. Certification Regarding Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

O. FY2020 Consolidated Appropriations Act, 2020 (Public Law 116-94) signed into law on December 20, 2019. Salary Limitation "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II." That amount is \$197,300. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an ACL grant or cooperative agreement. Note that these or other salary limitations will apply in FY 2020, as required by law.

Gun Control (Section 217) "None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control."

Restriction on Distribution of Sterile Needles (Section 522) "Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug."

Anti-Lobbying (Section 503)

a. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

b. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

c. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

Security and Privacy

Should the collection of information require the use of an information technology system (2 CFR 200.58), the grant recipient and subrecipient(s) will be expected to adhere to [the NIST Cybersecurity Framework](#) to help ensure the security of any system used or developed by the grant recipient or subrecipient(s). In particular, if the data to be collected includes Personally Identifiable Information (PII, 2CFR 200.79) or Protected PII (2 CFR 200.82), the grant recipient and subrecipient(s) must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

P. Federal Awardee Performance and Integrity Information System (FAPIS).

As required by 2 CFR 200 Appendix XII of the Uniform Guidance, non-federal entities (NFEs) are required to disclose in FAPIS any information about criminal, civil, and administrative proceedings, and/or affirm that there is no new information to provide. This applies to NFEs that receive federal awards (currently active grants, cooperative agreements, and procurement contracts) greater than \$10,000,000 for any period of time during the period of performance of an award/project.

The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417) was enacted on October 14, 2008. Section 872 of this Act required the development and maintenance of an information system that contains specific information on the integrity and performance of covered federal agency contractors and grantees. FAPIS was developed to address these requirements. FAPIS provides users access to integrity and performance information from the FAPIS reporting module in the Contractor Performance Assessment Reporting System (CPARS), proceedings information from the Entity Management section of the System for Award Management (SAM) database, and suspension debarment information from the Performance Information section of SAM. See [2 CFR 200 Appendix XII](#) for full citation.

Q. Single Audit Requirements <https://www.acf.hhs.gov/discretionary-post-award-requirements#chapter-6> The Uniform Guidance: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") has been issued by the Office of Management and Budget (OMB). HHS/ACF has implemented the Uniform Guidance at 45 CFR Part 75, according to Subpart F- Audits §75.501 Audited Financial Statements. In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance, [45 CFR Part 75], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by DPHSS, DSC and appropriate officials of ACF/OCC, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Subrecipient shall provide DPHSS, DSC with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

R. Program Fraud and False or Fraudulent Statements or Related Acts <https://oig.hhs.gov/fraud/report-fraud/> The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this DPHSS, DSC HHS ACL - OAA - Formula Grant Fund, expenses, invoices and compliance with the terms and conditions applicable to the funds. Any item of expenditure by Subrecipient which is found by auditors, investigators, and other authorized representatives of DPHSS, DSC, the Government of Guam Public Auditor, HHS ACL, the U.S. Government Accountability Office or the Comptroller General of the United States, or their delegates, to be improper, unallowable, in violation of federal or Guam law or the terms of the Notice of Grant Award or, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DPHSS, DSC under this Subaward or any other agreements between DPHSS, DSC and Subrecipient.

Offeror/Bidder/Contractor/Subrecipient agrees to provide DPHSS, DSC a copy of their written policies and procedures in compliance with the above, upon DPHSS, DSC's request.

SUBMITTED BY:

Signature of Authorized Official:  Date: 8/11/20

Name of Authorized Official: • Thomas W. Krise, Ph. D.

Name of Organization: President, UOG

Instructions: Authorized Official to sign, date and submit this form.

UNIFORM GUIDANCE - CONTRACT CLAUSES

Guam Department of Public Health & Social Services
Division of Senior Citizens
Federal Funds

Uniform Guidance 2 CFR Part 200 (Appendix II) and 45 CFR, Part 75 (Appendix II) for HHS Awards – Contract Provisions

Offeror/Bidder/Contractor by signing below acknowledges, to the extent applicable, the following contract clauses apply to it in this procurement; and must be flowed down by Offeror/Bidder/Contractor in its contracts with subcontractors.

This procurement is funded in whole or part with federal funds (or is anticipated to be funded by federal funds in the future). The undersigned Contractor by affixing its signature below certifies its compliance to following, contract provisions, as applicable. (See 2 CFR Part 200 and 45 CFR, Part 75 for HHS Awards).

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and
Appendix II to Part 75—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the

work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials (see 2 CFR §200.322)—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

See §75.331 Procurement of recovered materials.
[79 FR 75889, Dec. 19, 2014, as amended at 81 FR 19044, Apr. 4, 2016]

Signature of Authorized Official:  Date: 8/18/20

Name of Authorized Official: Thomas W. Krise, Ph.D.

Name of Organization: UOG

**Memorandum of Agreement Between
Department of Public Health & Social Services, Division of Senior Citizens and Guam CEDDERS
Upon Signature of the Governor of Guam - September 30, 2021**

SCORE OF WORK
Develop and conduct rapid assessments to incorporate and develop workforce demographic and service information into the existing Get Care System, as appropriate.
CONTRACTUAL BUDGET AMOUNT - \$143,691.00

Activities	Deliverables	Projected Completion Date	Amount
Pre-planning coordinating; planning; organizing activities	Procurement of training supplies and secure staff to coordinate and initiate the development and implementation of the rapid assessment	Submission of invoice to DSC with in ten (10) business days upon the date this Agreement is effectuated.	\$40,900.25
Rapid Assessment: 1. Conduct rapid assessment of workforce responsible for conducting application assistance, assessments, person-centered planning, care coordination, transitional services and follow-up to ensure the safety of workforce and continuity of services. 2. Conduct rapid assessment of existing and emerging workforces relevant to the	In the amount of \$40,900.25 to be invoiced and submit to DSC within ten (10) business days together with the summary report indicating the completion of the data collection, compilation, and summary of outcomes from the reports from the four (4) areas of the rapid assessments. The results will be summarized by: *Existing workforce; *Emerging workforce; *Population most at risk of COVID-19, and;	Within Sixty (60) Days	\$40,900.25
2. Conduct rapid assessment of existing and emerging workforces relevant to the ADRCs, including but not limited to volunteers, FEMA personnel/crisis counselors, and personnel across the aging and disability network in the state. 3. Conduct rapid assessment of populations most at risk of COVID-19 who are seeking transitional support from hospital-to-home and nursing home-to-home to release additional pressure on hospitals and nursing homes. 4. Conduct rapid assessment of services provided that are at or above capacity and at risk of being stopped due to increased demand of COVID-19 emergency.	*Population most at risk of COVID-19, and; *Service needs due to the increased demands of the COVID-19 emergency. The deliverable, the summary report will also indicate the completion of the creation of the infrastructure and training provided to DSC staff in the utilization of social media methods for communication, completion of flyers to recruit, inform, and encourage participation in the rapid assessment; completion of the 30 second English to recruit and encourage participation in the rapid assessment.		
Virtual management of ADRC access functions	In consultation with Project staff: • Create & provide training in the utilization of social media methods for communication, such as the use of Zoom, Skype, Facebook, etc ...	April 30, 2020	\$10,900.25
Utilize Information and Referral (I&R) workforce to provide engagement of volunteers to conduct social calls, text	Management of I&R Engagement Activities: In consultation with Project staff:		

messaging or video chat to homebound individuals	<ul style="list-style-type: none"> • Incorporate and enhance additional demographic information into the existing Get Care System to gather data, warehouse the data, and delivering ready to use data – ultimately builds the framework for the No Wrong Door Services initiative • Develop a training informational binder for NWD staff to utilize as a resource when assisting clients • Maintain & provide training in the utilization of the Get Care System 		
Utilize Information and Referral (I&R) workforce to provide engagement of volunteers to conduct social calls, text messaging or video chat to homebound individuals	<p>Marketing & Dissemination of Information:</p> <p>In consultation with Project staff:</p> <ul style="list-style-type: none"> • Develop & produce print material for the NWD services to be published in various print media twice a month for 3 months within the project period • Coordinate with media outlets (K57, KUAM Extra, etc...) for a representative from DSC discuss and build awareness of the NWD services • Develop, produce, & broadcast a total of four PSA (4) 2-3 minute culturally responsive video productions 	<p>Payment shall be authorized upon DSC's acceptance of the Final Consolidated Report with no further action to be taken by UOG-CEDDERS.</p> <p>The completion date of all deliverables is by September 30, 2021.</p> <p>Final payment shall be made upon satisfactory delivery and acceptance of all services as herein</p>	\$40,900.25
	<p>disseminating information on the NWD System services</p> <p>The 4 broadcast videos produced will be translated in 3 languages (Chamorro, Chuukese, Tagalog)</p> <ul style="list-style-type: none"> • Post video production in YOUTUBE • Link video production(s) to DPHSS – Division of Senior Citizen Website 	<p>specified and performed under this Agreement within sixty (60) days after September 30, 2021</p>	



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

**INTRA - GOV'T OF GUAM
WORK REQUEST**

ACCOUNT: _____

Original Request

Amendment No.: _____

FROM <u>Department of Public Health & Social Services</u> <small>ORIGINATING DEPT.</small>	REQUEST NO. <u>U21-1700-001</u> <small>(9 digits only)</small>
TO <u>University of Guam, CEDDERS</u> <small>ACCEPTING DEPT.</small>	ACCOUNT NO. <u>5101H201730CV127230</u> <small>with Object Class (19 digits only)</small>
AMOUNT AUTHORIZED \$ <u>163,601.00</u>	VENDOR NO. <u>U0226601</u> <small>(8 characters only)</small>

DESIRED COMPLETION DATE <u>9/30/2021</u> <small>MM/DD/YYYY</small>	OBLIGATION END DATE <u>9/30/2021</u> <small>MM/DD/YYYY</small>	EXPENDITURE END DATE <u>9/30/2021</u> <small>MM/DD/YYYY</small>
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WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION: Relief Funds
Aging and Disability Resource Center/No Wrong Door System Funding Opportunity: Critical
 To conduct rapid assessments to identify and state of affairs, in the provision of and coordination of services through Information and Referral. The Rapid Assessments will focus on workforce responsibility to ensure the safety of workforce and continuity of services, existing and emerging workforces relevant to Aging and Disability Resource Center, for those most at-risk of COVID-19 who seek transitional support, and services that are at or above capacity and at risk of being stopped due to the increased demand of COVID-19 emergency.

CERTIFICATION OF FUNDS AVAILABILITY <u>Heritagen</u> <u>OCT 07 2020</u> <small>DAVID C. TAITAGUE</small> CERTIFYING OFFICER'S NAME / SIGNATURE DATE	REQUESTING OFFICIAL <u>Arthur U. San Augustin, MPA</u> <u>10/9/20</u> <small>ACTING DIRECTOR DPHSS</small> REQUESTING OFFICIAL'S NAME / SIGNATURE DATE
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OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 58,109.00	\$	\$	\$ 58,109.00
113 - FRINGE BENEFITS	13,704.00			13,704.00
220 - TRAVEL	.			
230 - CONTRACTUAL SERVICES	78,454.00			78,454.00
233 - BUILDING RENT	.			
240 - SUPPLIES & MATERIAL	481.00			481.00
250 - EQUIPMENT	.			
271 - DRUG TESTING CHARGES	.			
361 - POWER	.			
362 - WATER	.			
363 - TELEPHONE	.			
701 - INDIRECT RATE	14,873.00			14,873.00
TOTAL	\$ 163,601.00	\$	\$	\$ 163,601.00

RECEIVED
OCT 19 2020
Bureau of Management Research

REMARKS: CLEARED PER BBMR'S REVIEW	ACCEPTING DEPT / AGENCY USE ONLY REMARKS:	DOA USE ONLY
<u>MM</u> OCT 23 2020 LESTER L. CARLSON, JR. BBMR DIRECTOR APPROVED BY DATE	<u>THOMAS W. KRUSE, Ph.D.</u> <u>8/11/20</u> PRESIDENT, UOG ACCEPTED BY DATE	REVIEWED BY DATE



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

**INTRA - GOV'T OF GUAM
WORK REQUEST**

Original Request Amendment No.:

ACCOUNT: _____

FROM: Department of Public Health & Social Services
ORIGINATING DEPT.

TO: University of Guam, CEDDERS
ACCEPTING DEPT.

AMOUNT AUTHORIZED: \$ 163,601.00

REQUEST NO.: U21-1700-001
(9 digits only)

ACCOUNT NO.: 5101H201730CV127230
(19 digits only)
with Object Class

VENDOR NO.: U0226601
(8 characters only)

DESIRED COMPLETION DATE: 9/30/2021
MM/DD/YYYY

OBLIGATION END DATE: 9/30/2021
MM/DD/YYYY

EXPENDITURE END DATE: 9/30/2021
MM/DD/YYYY

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION: (Program Title) Aging and Disability Resource Center/No Wrong Door System Funding Opportunity: Critical Relief Funds

To conduct rapid assessments to identify and state of affairs, in the provision of and coordination of services through Information and Referral. The Rapid Assessments will focus on workforce responsibility to ensure the safety of workforce and continuity of services, existing and emerging workforces relevant to Aging and Disability Resource Center, for those most at-risk of COVID-19 who seek transitional support, and services that are at or above capacity and at risk of being stopped due to the increased demand of COVID-19 emergency.

CERTIFICATION OF FUNDS AVAILABILITY

REQUESTING OFFICIAL

TOMMY C TAITAGUE OCT 07 2020
CERTIFYING OFFICER'S NAME / SIGNATURE DATE

ARTHUR U. SAN AGUSTIN, MHR, ACTING DIRECTOR DFHSS
REQUESTING OFFICIAL'S NAME / SIGNATURE DATE 10/9/20

COST BREAKDOWN

OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 56,109.00	\$	\$	56,109.00
113 - FRINGE BENEFITS	13,704.00			13,704.00
220 - TRAVEL	-			
230 - CONTRACTUAL SERVICES	78,454.00			78,454.00
233 - BUILDING RENT	-			
240 - SUPPLIES & MATERIAL	461.00			461.00
250 - EQUIPMENT	-			
271 - DRUG TESTING CHARGES	-			
361 - POWER	-			
362 - WATER	-			
363 - TELEPHONE	-			
701 - INDIRECT RATE	14,873.00			14,873.00
TOTAL	\$ 163,601.00	\$	\$	\$ 163,601.00

BBMR USE ONLY	ACCEPTING DEPT / AGENCY USE ONLY	DOA USE ONLY
REMARKS:	REMARKS:	REVIEWED BY DATE
LESTER L. CARLSON, JR. BBMR DIRECTOR APPROVED BY DATE	THOMAS W. KRISE, Ph.D. PRESIDENT, UOG ACCEPTED BY DATE	APPROVED BY DATE