



OFFICE OF LEGAL COUNSEL

Ufisinan I Maga'hågan Guåhan
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 29, 2020

Arthur San Agustin, MHR

Director

Department of Public Health and Social Services
590 S. Marine Corps Drive
Tamuning, Guam 96913-3532

Re: Gurusamy Inc. dba Health Services of the Pacific (CF#2020-12357)

Hafa Adai Director San Agustin:

The following documents are transmitted with the signature of *I Maga'hågan Guåhan*:

Department of Public Health and Social Services Memorandum dated September 30, 2020: Second Renewal Second Amendment to the In-Home Services Program Agreement between the Department of Public Health and Social Services Division of Senior Citizens and Gurusamy Inc. dba Health Services of the Pacific (Awarded – Service Provider) RFP/DPHSS-2018-008

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,



LESLIE A. TRAVIS
Legal Counsel

Enclosure(s): Amendment

cc via email: *Maga'hågan Guåhan*
Sigundo Maga'låhen Guåhan



GOVERNMENT OF GUAM

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



LOURDES A. LEON GUERRERO
GOVERNOR, MAGA'HAGA'

JOSHUA F. TENORIO
LT. GOVERNOR, SIGUNDO MAGA'LÁHI

ARTHUR U. SAN AGUSTIN, MHR
ACTING DIRECTOR

LAURENT SF DUENAS, MPH, BSN
DEPUTY DIRECTOR

TERRY G. AGUON
DEPUTY DIRECTOR

MEMORANDUM

SEP 30 2020

TO: Governor of Guam

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

FROM: Acting Director, Department of Public Health and Social Services (DPH&SS)

SUBJECT: FY2021 Second Renewal Second Amendment to the In-Home Services Program Agreement RFP/DPHSS-2018-008

Jessica Cruz
RCVD AT CENTRAL FILE:
DEC 15 '20 PM4:07
2020-12357

Attached for your review and approval is the Fiscal Year 2021 Second Renewal Second Amendment to the In-Home Services Program Agreement between DPH&SS and Gurusamy Inc. (dba Health Services of the Pacific) RFP/DPHSS-2018-008.

This Second Renewal Second Amendment provides partial funding in the amount of \$251,866.51 to continue the provisions of the In- Home Services Program through November 30, 2020. In the event additional increment funding (local and or matched funds) is received by the DPHSS, DSC for this Agreement in Fiscal Year 2021, all parties will sign an Addendum to this Agreement as to the additional services funded, subject to funds being appropriated, allocated and available.

The purpose of the In-Home Services Program is to provide assistance to a minimum of 400 frail, homebound or otherwise isolated individuals age 60 and older who are at risk of institutionalization due to limitations on their ability to function independently. These services include Chore, Homemaker, Personal Care and Telephone Reassurance, as appropriate.

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 amendment.

Should you have questions, please feel free to contact Acting Senior Citizens Administrator Charlene D. San Nicolas, MPA at 735-7415.


ARTHUR U. SAN AGUSTIN, MHR
ACTING DIRECTOR

Attachments

11.27.20 cmf



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

NOV 19 2020

MEMORANDUM

To: Attorney General ^{LC WRS/16}

From: Director, Bureau of Budget and Management Research

Subject: **Second Renewal and Second Amendment to the In-Home Services Program Agreement between the Department of Public Health and Social Services (DPHSS) and Gurusamy Inc. (dba Health Services of the Pacific) (Re: RFP/DPHSS-2018-008)**

In light of your Procurement Circular 03-001, the Bureau is submitting the subject request made by the DPHSS to certify \$251,866.51 for the Second Renewal and Second Amendment to the contract agreement between the DPHSS' Division of Senior Citizens and Gurusamy Inc. (dba Health Services of the Pacific) to continue the provisions of the In- Home Services Program through November 30, 2020.

It should be noted that the Bureau's clearance 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.

90L202093067
li RECEIVED 11/24/20
OFFICE OF THE ATTORNEY GENERAL
ADMINISTRATION
E845

20-0491 [Signature]

**SECOND RENEWAL SECOND AMENDMENT
TO THE
IN-HOME 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
(AWARDED - SERVICE PROVIDER)**

RFP/DPHSS-2018-008

Federally and Locally Funded. Federal grant funds from HHS ACL OAA Title III – Grant, Title III- Supportive Services Program, CFDA 93.044 Programs; prime award to DPHSS, DSC are passed through as a sub-grant award, as well as local government of Guam Matching Funds.

THIS SECOND RENEWAL SECOND AMENDMENT is made by and between the Department of Public Health and Social Services, Division of Senior Citizens, Office on State 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, and Gurusamy Inc., dba Health Services of the Pacific (Service Provider, Contractor or Subrecipient) a corporation licensed to do business on Guam and whose address is located at 809 Chalan Pasaheru, Unit 2, Tamuning, Guam 96913.

WHEREAS, DPHSS and Service Provider have entered into an Agreement effective March 28, 2019 through September 30, 2020.

WHEREAS, both parties are herein agreeing to the Second Option to renew for an additional fiscal year from October 1, 2020 through September 30, 2021.

WHEREAS, this Second Renewal Second Amendment is to certify funds through November 30, 2020.

WHEREAS, the parties have entered into two amendments to the agreement from November 30, 2020 to present which is, as follows:

Amendment No.	Description	Date Signed by Governor
First	Provide funding (Local) for Fiscal Year 2020	10/28/2019
Second Renewal Second Amendment	Provide incremental funding (Matched) and CARES partial for Fiscal Year 2021	In-Progress

WHEREAS, there is a COVID-19 Public Health Emergency Declaration in place from March 14 2020 through present, and the situation on Guam is very “fluid”; and

NOW THEREFORE, the parties additionally agree, as follows:

1. The Agreement pursuant to Section III. (3.3) is renewed for an additional fiscal year from October 1, 2020 through September 30, 2021, subject to the appropriation, allocation, and availability of funds..
2. The Compensation amount in Section IV starting in the second paragraph is now modified to read, as follows:

Compensation in the amount of Two Hundred Fifty One Thousand Eight Hundred Sixty-Six Dollars and Fifty-One Cents (\$251,866.51) for the period from October 1, 2020 through November 30, 2020 is agreed to in this Agreement. The Service Provider shall be compensated monthly upon the submission of monthly invoices. Payments shall be based upon AGREED UPON COST submitted less disallowed costs and penalties. Compensation is based upon the aggregate of the AGREED COSTS submitted during the term of this Agreement but may be LESS THAN Two Hundred Fifty One Thousand Eight Hundred Sixty-Six Dollars and Fifty-One Cents (\$251,866.51 for services provided up to November 30, 2020, but in no event shall it exceed Two Hundred Fifty One Thousand Eight Hundred Sixty-Six Dollars and Fifty-One Cents (\$251,866.51, unless otherwise provided for in this Agreement.

The Amended "Attachment B" includes an additional One Million Ninety-One Thousand Three Hundred Sixty-Nine Dollars and Fifty-One Cents (\$1,091,369.51) for the period from December 1, 2020 through September 30, 2021 for a Fiscal Year 2021 total not to exceed amount of One Million Ninety-One Thousand Three Hundred Sixty-Nine Dollars and Fifty-One Cents (\$1,091,369.51). DPHSS anticipates additional funds in the amount of One Million Ninety-One Thousand Three Hundred Sixty-Nine Dollars and Fifty-One Cents (\$1,091,369.51).

The parties will execute an amendment to this Agreement to add additional funds.

3. Section V. NOTICES is amended, as follows:

If to Department of Public Health and Social Services, Division of Senior Citizens
State Office on Aging:

ARTHUR U. SAN AGUSTIN, MHR
ACTING DIRECTOR

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION
OF SENIOR CITIZENS

ITC BUILDING, 590 SOUTH MARINE CORPS. DR., STE. 219

TAMUNING, GUAM 96913-3532

TELEPHONE #: (671) 638-4512

FAX #: NONE AT THIS TIME

E-MAIL ADDRESS: ARTHUR.SANAGUSTIN@DPHSS.GUAM.GOV

Executive Order 2019-26 Declaring a State of Emergency for the Department of Public Health and Social Services' Main Facility was issued. This is the updated temporary Main Facility's address at this time.

And

CHARLENE D. SAN NICOLAS
ACTING SENIOR CITIZENS ADMINISTRATOR
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION
OF SENIOR CITIZENS
130 UNIVERSITY DRIVE, SUITE 8, UNIVERSITY CASTLE MALL
MANGILAO, GUAM 96913
TELEPHONE #: (671) 735-7415 OR 735-7421
FAX #: (671) 735-7416
E-MAIL ADDRESS: CHARLENE.SANNICOLAS@DPHSS.GUAM.GOV

If to Service Provider:

LISA MESA
ADMINISTRATOR
GURUSAMY INC., DBA HEALTH SERVICES OF THE PACIFIC
809 CHALAN PASAHERU, UNIT 2
TAMUNING, GUAM 96913
TELEPHONE #: (671) 647-5355
FAX #: (671) 647-5358 OR 649-0404
E-MAIL ADDRESS: L.MESA@HSPGUAM.COM OR
ADMIN@HSPGUAM.COM

4. Section X. Special Program Terms and Conditions is amended, to add the following:

10.41 Financial Exploitation of the Elderly and Individuals with Disabilities.

Service Provider is advised there is a (new) P.L. 35-50 (effective Nov, 25, 2019) codified at 9 GCA Chapter 32, Relative to Protecting Elderly Persons and Disabled Adults from Financial Exploitation by Providing Criminal Punishment for Those Who Harm Elderly Persons and Individuals with Disabilities. “*Elderly person* means a person fifty-five years of age or older who is suffering from the infirmities of aging as manifested by advanced age or organic brain damage, or other physical, mental, or emotional dysfunction, to the extent that the ability of the person to provide adequately for the person’s own care or protection is impaired.” And “*Individual with a disability* mean a person eighteen (18) years of age or older who suffers a condition of physical or mental incapacitation due to a developmental disability, organic brain damage, or mental illness, or who has one (1) or more physical or mental limitations that restrict a person’s ability to perform the normal activities of daily living. Service Provider shall not violate 9 GCA Ch. 32 in its services under this Agreement.

5. Addendum. In the event additional increment funding is received by the DPHSS, DSC for this Agreement, all parties will sign an Addendum to this Agreement as to the increment of additional Services funded, subject to funds being appropriated, allocated and available.

6. All other terms and conditions remain the same.

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

IN WITNESS WHEREOF, the parties have entered into this Second Renewal Second Amendment to the Agreement on the dates indicated by their respective names.

SERVICE PROVIDER

[Signature]

LISA A. MESA
ADMINISTRATOR
Gurusamy Inc. dba
Health Services of the Pacific
Date: 9-30-2020

DEPARTMENT OF PUBLIC HEALTH &
SOCIAL SERVICES

[Signature]
ARTHUR U. SAN AGUSTIN, MHR
ACTING DIRECTOR

Date: 9/30/20

CERTIFIED FUNDS AVAILABLE:

[Signature]

TOMMY C. TAITAGUE, CERTIFYING OFFICER
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
Date: 9-30-20

Account No.: 5101G201730MA102230
Account No.: 5101H201730CV121230
Account No.: 5100A211730GA003230
Account No.: 5101G211730MA102230

Amount No.: \$100,000.00
Amount No.: \$151,866.51
Amount No.: \$0.00
Amount No.: \$0.00

Total Amount: \$251,866.51
Vendor No.: H0097035

Document No.: C-21-1700-003
Period Covering: 10/01/2020 to 11/30/2020
and/or upon exhaustion of funds
Subject to appropriation, allocation and availability of funds

APPROVED:

**CENTRAL PER
EBMR'S REVIEW**

[Signature]
LESTER L. CARLSON, JR., DIRECTOR
BUREAU OF BUDGET AND MANAGEMENT
RESEARCH
Date: NOV 19 2020

APPROVED AS TO LEGALITY AND
FORM:

[Signature]
LEEVIN TAITANO CAMACHO
ATTORNEY GENERAL OF GUAM

Date: 12/17/20

APPROVED:

[Signature]
LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM
Date: 12/28/2020

RECEIVED

NOV 17 2020

Bureau of Budget and
Management Research

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS

Registration Date: 12/28/2020
Registration No.: 0190610462
Vendor No.: H0097035 Amara #2 INCREASE
Registered By: 12/30/2020

20-0491

IN WITNESS WHEREOF, the parties have entered into this Second Renewal Second Amendment to the Agreement on the dates indicated by their respective names.

SERVICE PROVIDER

[Signature]

LISA A. MESA
ADMINISTRATOR
Gurusamy Inc. dba
Health Services of the Pacific
Date: 9-30-2020

DEPARTMENT OF PUBLIC HEALTH &
SOCIAL SERVICES

[Signature]
ARTHUR U. SAN AGUSTIN, MHR
ACTING DIRECTOR

Date: 9/30/20

CERTIFIED FUNDS AVAILABLE:

[Signature]

TOMMY C. TAITAGUE, CERTIFYING OFFICER
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
Date: 9-30-20

Account No.: 5101G201730MA102230
Account No.: 5101H201730CV121230
Account No.: 5100A211730GA003230
Account No.: 5101G211730MA102230

Amount No.: \$100,000.00
Amount No.: \$151,866.51
Amount No.: \$0.00
Amount No.: \$0.00

Total Amount: \$251,866.51
Vendor No.: H0097035

Document No.: C-21-1700-003
Period Covering: 10/01/2020 to 11/30/2020
and/or upon exhaustion of funds
Subject to appropriation, allocation and availability of funds

APPROVED:

[Signature]
LESTER L. CARLSON, JR., DIRECTOR
BUREAU OF BUDGET AND MANAGEMENT
RESEARCH
Date: _____

APPROVED AS TO LEGALITY AND
FORM:

[Signature]
LEEVIN TAITANO CAMACHO
ATTORNEY GENERAL OF GUAM
Date: 12/11/20

APPROVED:

[Signature]
LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM
Date: 12/24/2020

50L202033307
RECEIVED
11-27-20
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

Attachments

1. Amended "ATTACHMENT B" Compensation- Service Provider Negotiated and Approved Program Budget
2. Attachment C – Notice of Grant Award- Grant No.: 2001GUOASS-03
3. Attachment D - Subaward Data Sheet- Updated
4. Attachment E- Compliance with Federal Laws and Regulations
5. Attachment F- Declaration Re Compliance with U.S. DOL Wage Determination for Guam

**Amended "ATTACHMENT B" Compensation (Part 1 of 3)
 Service Provider Negotiated and Approved Program Budget**

The total not to exceed compensation of One Million, Three Hundred Forty-Three Thousand, Two Hundred Thirty-Six Dollars and Zero Two Cents (\$1,343,236.02) is agreed to in the September 28, 2020, Service Provider IHS Negotiated and Approved Program Budget for Fiscal Year 2021 for the period from October 1, 2020 through September 30, 2021, subject to the appropriation, allocation and availability of funds.

The pro-rata total monthly amount is One Hundred Eleven Thousand Nine Hundred Thirty-Six Dollars and Thirty-Four Cents (\$111,936.34) for the months of October 1, 2020 through September 30, 2021. There may be multiple certifications of funds to this Agreement within any fiscal year.

A total not to exceed compensation of Two Hundred Fifty One Thousand Eight Hundred Sixty-Six Dollars and Fifty-One Cents (\$251,866.51) for the period from October 1, 2020 through November 30, 2020 is certified to the Agreement, at time of execution, with the remaining amount of One Million Ninety-One Thousand Three Hundred Sixty-Nine Dollars and Fifty-One Cents (\$1,091,369.51) anticipated to be received, for the remaining period from December 1, 2020 to September 30, 2021. The parties will sign an amendment to this Agreement in the event additional funds are received, and are appropriated, allocated and available for certification to this Agreement.

The Projected Monthly Average Cost Amount are as follows:

Month 1	October-20	111,936.34
Month 2	November-20	111,936.34
Month 3	December-20	111,936.34
Month 4	January-21	111,936.34
Month 5	February-21	111,936.34
Month 6	March-21	111,936.34
Month 7	April-21	111,936.34
Month 8	May-21	111,936.34
Month 9	June-21	111,936.34
Month 10	July-21	111,936.34
Month 11	August-21	111,936.34
Month 12	September-21	111,936.34
Total Amount Not To Exceed		1,343,236.02

All other terms and conditions remain the same.

APPROVED BY:

 9-30-2020

LISA A. MESA
 HSP ADMINISTRATOR / DATE

APPROVED BY:

 9/30/20

ARTHUR U. SAN AGUSTIN, MHR
 ACTING DIRECTOR DPHSS / DATE

ATTACHMENT B Compensation (Part 2 of 3)
 Service Provider Negotiated and Approved Program Budget

APPROVED
 CLW 9-28-20

IN-HOME SERVICES PROGRAM (RFP/DPHSS-2018-008)
 PROGRAM BUDGET: FY 2021 (12 Months) - Second Renewal
 PERIOD COVERING: October 1, 2020 to September 30, 2021

Health & Welfare Rate @ 54.54	
Administration Personnel - Total	34,533.75
Administration - Operations	11,000.00
Total Administration	37,533.75

Position Title	% of Allocation	Hours	Per Hour	Per Annum	FICA	Health & Welfare	Health & Welfare FICA	Total Costs
116 PERSONNEL								
Program Staff								
DHS-Program Manager	33.34%	2,080.00	33.65	23,335.33	1,785.15	0.00	0.00	25,120.49
INS-Regional Supervisor	100.00%	2,080.00	13.78	28,662.40	2,192.67	9,443.20	722.40	41,020.68
INS-Regional Supervisor	100.00%	2,080.00	13.78	28,662.40	2,192.67	9,443.20	722.40	41,020.68
INS- General Clerk II	50.00%	2,080.00	11.29	11,741.80	890.23	4,721.60	361.20	17,722.83
INS-01 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-02 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-03 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-04 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-05 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-06 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-07 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-08 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-09 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-10 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-11 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-12 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-13 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-14 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-15 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-16 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-17 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-18 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-19 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-20 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-21 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-22 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-23 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-24 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-25 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-26 In-Home Service Worker	100.00%	2,080.00	11.00	22,880.00	1,750.32	9,443.20	722.40	34,795.92
INS-27 In-Home Service Worker	50.00%	2,080.00	11.00	11,440.00	875.16	4,721.60	361.20	17,397.96

Sub-Total Program Staff		31 Positions	690,721.73	53,452.31	273,852.08	28,949.74	1,846,376.48
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130 TRAVEL								
INS Regional Supervisors	200mins*Supervisors-400*-575/hour-230.00*12 mo-							2,760.00
In-Home Service Worker	300mins*27-8,100*-575-54,675.50*12mo-							55,890.00
Sub-Total Travel								58,650.00

130 CONTRACTUAL								
Insurance (General/Liability)	Commercial-\$18,153.00 Professional-\$19,384.00-\$79,337.9 division-							3,281.89
Workers' Compensation	1 admin \$38,992.72 Supervisor - \$19,919.84							19,958.83
Rent	\$7,438.00 at 50%-33,718.00-3 Title III program-\$1,234.67*12 mo-							14,840.04
Phone/Internet/Fax Services	4 units, phone, fax, metro c. multi-line-\$270.93*12-\$3,251.16							3,251.16
Staff Development Training	Relias Annual \$39,077*31-\$1211 17 CPR 580.00*27-\$2,160.00 total \$3371.17							3,371.17
Network/Server Maintenance	updated on 23 sep 2020 reviewed and revise est.							1,128.00
Software/Security Certificates	QB-46.20MT ServerSecuritySQL- 500.00 total \$546.20*12-\$6554.40							6,554.40
IT Support	30NT Direct Support Per Program \$500.00 per month*12-\$3,600.00							3,600.00
Sub-Total Contractual								58,985.31


 LISA A. ANESA, ADMINISTRATOR
 Health Services of the Pacific

9-28-2020
 Date


 CHARLENE B. SAN NICOLAS, MPA
 Acting Senior Clinical Administrator

9-29-20
 Date

ATTACHMENT B Compensation (Part 3 of 3)
 Service Provider Negotiated and Approved Program Budget

APPROVED
 CS 9-28-20

348 Supplies/Materials		
Office Supplies	Standard consumable office supplies \$280.00/per month*12=	\$2,400.00
In-Home Worker PPE Supplies	3009.00/mo*12=\$34,068.00 CDC infection control PPE Mask/Gloves/Shoe Covers/Shield or Goggles/ Hand Sanitizer	34,468.00
KN 1 (Standard)		
KN 2 (Pandemic/Contingency)	Face Shield/Goggles/Hand Sanitizers/Apron (Personal Care Clients)	
Chem Household Supplies	Supplies for housecleaning such as mops/brooms/sponges/laundry detergent, etc \$300*12=	2,400.00
Staff Annual Immunizations	Annual PPD (TB tests)/Flu Immunizations \$28.00*3=\$84.00	84.00
Sub-Total Supplies/Materials		36,134.00
368 Utilities		
Power	CPA Average Monthly Bill: \$3,873.00/2=\$1,936.50/programs*2=\$4,144.00	4,144.00
Sub-Total Utilities		4,144.00
450 Capital Outlay (Above \$5,000.00)		
		0.00
Sub-Total Capital Outlay		0.00
TOTAL OPERATIONAL BUDGET (Direct Services)		1,197,291.99
Administrative Costs 9% (reflexive of GRT)		107,816.28
Total Administration		37,533.75
TOTAL PROGRAM COST (Operational plus Administration)		1,342,234.87

FY 2021 - Program Budget subject to appropriation, allocation, and availability of funds.
 Period Covering: October 1, 2020 - September 30, 2021 (12 Months Budget)


 LISA A. MESA, ADMINISTRATOR
 Health Services of the Pacific

9-28-2020
 Date


 CHARLENE D. SAN NICOLAS, MPA
 Acting Senior Clinical Administrator

9-28-20
 Date

Attachment C- Notice of Grant Award (Part 1 of 4)



DEPARTMENT OF HEALTH & HUMAN SERVICES

Administration for Community Living
 Washington, D.C. 20201

Notice of Award

Title of Program: (OASS) Older Americans Act Title III - Supportive Services
Award Authority: P.L. 116-131 (OAA)

Grantee:
 Guam
 Guam Division of Senior Citizens
 Department of Public Health and Social Services
 Senior Citizens Administrator
 123 Chalan Karela
 MANGILAO, GUAM 96913 6304

Date: July 31, 2020
Grant No.: 2001GUOASS-03
Award Instrument: Grant (Formula)
Project Period: 10-01-2019 - 09-30-2021
Budget Period: 10-01-2019 - 09-30-2021

EIN: 1980018947B5 **CFDA:** 93.044 **Object Class Code:** 41.15
DUNS#: 778904292

Appropriation	CAN	Award This Action	Cumulative Grant Award to Date
75-20-0142	2020.2994315	\$32,745.00	\$969,215.00
	Total	\$32,745.00	\$969,215.00

ACL Contact Information:
 Please find your assigned ACL programmatic and fiscal contacts on ACL's website at
<https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>


 Tanielle Chandler
 ACL Grants Officer

Terms and Conditions:

1. This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulation; (4) administrative regulation found in 45 CFR Part 75; (5) agency policies; and (6) Any additional terms and conditions and remarks on NoA.

Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view some of these terms and conditions such as:

- SAM.gov / DUNS Requirement
- National Policies including Trafficking Victims Protection Act, Whistleblower Protections, and DOMA: Implementation of Same-Sex Spouses/Marriages

Attachment C- Notice of Grant Award (Part 2 of 4)

ACL Title of Program: Older Americans Act Title III - Supportive Services
Grant No.: 2001GUOASS-03
Date: July 31, 2020

- Federal Funding Accountability and Transparency Act (FFATA)
- Federal Awardee Performance and Integrity Information System (FAPIIS)

2. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.

3. **SF-425 Financial Reporting:** Grantee is required to submit SF-425s on a semi-annual basis. Beginning with this FFY2020 grant, the SF-425 and the "AoA Title III supplemental form to the SF-425" shall be submitted using the HHS' Payment Management System (PMS). The "AoA Title III supplemental form to the SF-425" should be attached to the SF-425 in PMS. PMS website is located at: <https://pms.psc.gov>. Reports are due within 30 days for the periods ending March 31 and September 30 (i.e., due April 30 and October 30), through September 30, 2021, a final PMS drawdown and a final SF-425 are due within 90 days after September 30, 2021 (i.e., due December 30, 2021). If a final SF-425 report will be submitted by December 30, 2021, a semi-annual report is not required to be filed by October 30, 2021.

4. Federal participation cannot exceed 75% of the total State and Area plan administration costs. The remaining 25% represents the State and local matching share. Federal participation cannot exceed 85% of the total III-B (less Long Term Care Ombudsman services outlays), C-1 and C-2 service costs. Of the remaining 15% matching share, one third (5%) must come from State sources. Federal participation cannot exceed 75% of the total III-E costs. The remaining 25% represents the State and local matching share.

5. **Federal Cash Reporting:** On the SF-425 form, lines 10 a. through c. are reported on a quarterly calendar year basis (for the periods ending 12/31, 3/31, 6/30, 9/30) at the HHS' Payment Management System (PMS). PMS website is located at: <https://pms.psc.gov>. Reconciliation of advances and disbursements is required for each quarter and the report must be completed within 30 days of the end of each quarter (i.e., by 1/30, 4/30, 7/30, 10/30). This reporting requirement is separate from completing the entire SF-425 as denoted in the financial reporting term.

Remarks:

1. The grant award for this program to your state under the approved plan of the state agency has been approved for the current period of the fiscal year in the amount shown above. Award level represents FY 2020 final funding.

2. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment from PMS, please use your P account login and reference the Grant No. listed above for payment. Instructions regarding payments can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSSupport@psc.gov.

Attachment C- Notice of Grant Award (Part 3 of 4)



DEPARTMENT OF HEALTH & HUMAN SERVICES

Administration for Community Living
 Washington, D.C. 20201

Notice of Award

Title of Program: (SSC3) CARES Act for Supportive Services under Title III-B of the Older Americans Act
Award Authority: P.L. 116-136 (CARES Act) under P.L. 116-131 (OAA)

Grantee:
 Guam
 Guam Division of Senior Citizens
 Department of Public Health and Social Services
 Director
 123 Chalan Karela
 MANGILAO, GUAM 96913 6304

Date: April 20, 2020
Grant No.: 2001GUSSC3-00
Award Instrument: Grant (Formula)
Project Period: 04-01-2020 - 09-30-2021
Budget Period: 04-01-2020 - 09-30-2021

EIN: 1980018947B5 **CFDA:** 93.044 **Object Class Code:** 41.15
DUNS#: 778904292

Appropriation	CAN	Award This Action	Cumulative Grant Award to Date
75-2021-0142	2020,299C3SS	\$500,000.00	\$500,000.00
	Total	\$500,000.00	\$500,000.00

ACL Contact Information:
 Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>.


 Tanielle Chandler
 ACL Grants Officer

Terms and Conditions:

1. This formula grant award is issued under the authority of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136 for activities authorized under Title III of the Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulation; (4) administrative regulation found in 45 CFR Part 75; (5) agency policies; and (6) Any additional terms and conditions and remarks on NoA.

Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view some of these terms and conditions such as:

- SAM.gov / DUNS Requirement

Attachment C- Notice of Grant Award (Part 4 of 4)

ACL Title of Program: CARES Act for Supportive Services under Title III-B of the Older Americans Act
Grant No.: 2001GUSSC3-00
Date: April 20, 2020

- National Policies including Trafficking Victims Protection Act, Whistleblower Protections, and DOMA: Implementation of Same-Sex Spouses/Marriages
 - Federal Funding Accountability and Transparency Act (FFATA)
 - Federal Awardee Performance and Integrity Information System (FAPIIS)
2. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.
3. **SF-425 Financial Reporting:** Grantee is required to submit SF-425s on a semi-annual basis. Beginning with this FFY2020 grant, the SF-425 and the "AoA Title III supplemental form to the SF-425" shall be submitted using the HHS' Payment Management System (PMS). The "AoA Title III supplemental form to the SF-425" should be attached to the SF-425 in PMS. PMS website is located at: <https://pms.psc.gov>. Reports are due within 30 days for the periods ending March 31 and September 30 (i.e., due April 30 and October 30), through September 30, 2021, a final PMS drawdown and a final SF-425 are due within 90 days after September 30, 2021 (i.e., due December 30, 2021). If a final SF-425 report will be submitted December 30, 2021, a semi-annual report is not required to be filed for report ending September 30, 2021.
4. Federal participation cannot exceed 75% of the total State and Area plan administration costs. The remaining 25% represents the State and local matching share.
5. Federal participation requirements under sections 304(d)(1)(D) (85% of total III-B, C-1, and C-2 service costs) and 309(b)(2) (1/3 of the 15% State matching share) of the OAA shall not apply to funds received under this grant award.
6. **Federal Cash Reporting:** On the SF-425 form, lines 10 a. through c. are reported on a quarterly calendar year basis (for the periods ending 12/31, 3/31, 6/30, 9/30) at the HHS' Payment Management System (PMS). PMS website is located at: <https://pms.psc.gov>. Reconciliation of advances and disbursements is required for each quarter and the report must be completed within 30 days of the end of each quarter (i.e., by 1/30, 4/30, 7/30, 10/30). This reporting requirement is separate from completing the entire SF-425 as denoted in the financial reporting term.

Remarks:

1. The grant award for this program to your state under the approved plan of the state agency has been approved for the project period listed above. The period for liquidation of the obligations is through December 30, 2021.
2. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment from PMS, please use your P account login and reference the Grant No. listed above for payment. Instructions regarding payments can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSSupport@psc.gov.
3. This Notice of Award provides one time funding 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. Additionally, as provided for in Office of Management and Budget Memorandum M-20-11 – Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19), ACL authorizes recipients to incur pre-award costs prior to the effective date of this award dating back to January 20, 2020.

Attachment D - Subaward Data Sheet (Part 1 of 2)

Subaward Data

(i)	Subrecipient Name	Gurusamy Inc., dba: Health Services of the Pacific
(ii)	Subrecipient Unique Entity Identifier:	855032595
(iii)	Federal Award Identification Number (FAIN):	2001GUOASS-03 2001GUSSC3-03
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	July 31, 2020 (2001GUOASS-03) April 20, 2020 (2001GUSSC3-03)
(v)	Subaward Period of Performance Start Date:	Projected Date from Governor's Approval Effective Date
	Subaward Period of Performance End Date:	September 30, 2021
(vi)	Subaward Budget Period Start Date	2001GUOASS- October 01, 2019 2001GUSSC3-03- January 01, 2020
	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:	\$157,129.95
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation:	\$157,129.95
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$157,129.95
(x)	Federal Award Project Description:	Older American Act Title III- Supportive Services, In-Home Services to provide frail homebound individuals with Personal Care, Homemaker and Chore Services.
(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 REGIONAL ADMINISTRATOR-ACTING PERCY DEVINE Telephone: (303) 844-7815 Email: percy.devine@acl.hhs.gov
	Contact Information for [AGENCY] Authorizing Official:	Acting director Arthur U. San Agustin, MHR Telephone: (671) 638-4512 Email: arthur.sanagustin@dphss.guam.gov

Attachment D - Subaward Data Sheet (Part 2 of 2)
Subaward Data

	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:	93.044 (OASS) Older Americans Act Title III- Supportive Services P.L. 116-131 (OAA); 93.044 (SSC3) CARES Act P.L.116-136 (CARES Act) Under P.L.116-131 (OAA)
(xiii)	Identification of Whether Subaward is R&D:	Not applicable
(xiv)	Indirect Cost Rate for [AGENCY] Federal Award:	Not applicable

Attachment E- Compliance with Federal Laws and Regulations

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
Federal Grant Funds**

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

(See https://www.acl.gov/grants/managing_grant#3 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 PI/PD 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 personnel 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 \(PDF | 172.6 KB\)](#).

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 (TVPA), 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.acf.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.fsrs.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.

c. **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 ONB 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.

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-L.L.L., "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: 9-30-2020
Name of Authorized Official: LISA A. MESA	
Name of Organization: Health Services of the Pacific	

Attachment F- Declaration Re Compliance with U.S. DOL Wage Determination for
Guam

RECEIVED
8/12 ET

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: RFP/DPHSS-2018-008

Name of Offeror Company: Gurusamy Inc. dba Health Services of the Pacific

I, LISA A. MESA hereby certify under penalty
of perjury:

(1) That I am OFFICER OF THE OFFEROR [please select one: the offeror, a partner of the offeror, an
officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach]


Lisa A. Mesa, Administrator
Signature

Date: 8-11-2020

'REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Daniel W. Simms Division of
 Director Wage Determinations

Wage Determination No.: 2015-5693
 Revision No.: 11
 Date Of Last Revision: 07/24/2020

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12

01051 - Data Entry Operator I	12.15
01052 - Data Entry Operator II	13.25
01060 - Dispatcher Motor Vehicle	15.81
01070 - Document Preparation Clerk	13.85
01090 - Duplicating Machine Operator	13.85
01111 - General Clerk I	10.35
01112 - General Clerk II	11.29
01113 - General Clerk III	12.68
01120 - Housing Referral Assistant	19.39
01141 - Messenger Courier	11.37
01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.95
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	14.00
01410 - Supply Technician	21.43
01420 - Survey Worker	16.79
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	14.82
05010 - Automotive Electrician	13.92
05040 - Automotive Glass Installer	13.02
05070 - Automotive Worker	13.02
05110 - Mobile Equipment Servicer	11.16
05130 - Motor Equipment Metal Mechanic	14.82
05160 - Motor Equipment Metal Worker	13.02
05190 - Motor Vehicle Mechanic	14.82
05220 - Motor Vehicle Mechanic Helper	10.22
05250 - Motor Vehicle Upholstery Worker	12.11
05280 - Motor Vehicle Wrecker	13.02
05310 - Painter Automotive	13.92
05340 - Radiator Repair Specialist	13.02
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05

07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49

12280 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.35
13012 - Exhibits Specialist II	25.20
13013 - Exhibits Specialist III	30.83
13041 - Illustrator I	20.35
13042 - Illustrator II	25.20
13043 - Illustrator III	30.83
13047 - Librarian	27.91
13050 - Library Aide/Clerk	16.20
13054 - Library Information Technology Systems Administrator	25.20
13058 - Library Technician	16.64
13061 - Media Specialist I	18.18
13062 - Media Specialist II	20.35
13063 - Media Specialist III	22.68
13071 - Photographer I	18.18
13072 - Photographer II	20.35
13073 - Photographer III	25.20
13074 - Photographer IV	30.83
13075 - Photographer V	37.30
13090 - Technical Order Library Clerk	20.35
13110 - Video Teleconference Technician	17.38
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23

15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	21.62
15110 - Test Proctor	14.27
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.75
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70
23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70

23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86
23182 - Electronics Technician Maintenance II	18.04
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	11.37
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63
23640 - Millwright	19.21
23710 - Office Appliance Repairer	18.04
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21

23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.72
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.21
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	19.21
25190 - Ventilation Equipment Tender	13.27
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.62
29020 - Hatch Tender	23.62

29030 - Line Handler	23.62
29041 - Stevedore I	21.98
29042 - Stevedore II	25.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.94
30363 - Paralegal/Legal Assistant III	29.29
30364 - Paralegal/Legal Assistant IV	35.44
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.77
30621 - Weather Observer Senior	(see 2) 23.08

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	10.37
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.48
99050 - Desk Clerk	9.70
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	22.67
99252 - Laboratory Animal Caretaker II	24.77
99260 - Marketing Analyst	21.54
99310 - Mortician	25.35
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	14.91
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.75
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.67
99841 - Vending Machine Repairer	28.88
99842 - Vending Machine Repairer Helper	22.67

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending drying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or

local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See

29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

19-0611 *JP*

IN WITNESS WHEREOF, the undersigned parties have caused this document to be executed.

SERVICE PROVIDER:

Lisa A. Mesa
LISA A. MESA
HSP Administrator

Date: 8-14-19

GOVERNMENT OF GUAM:

Linda Unpingco Denorcez 9/27/19
LINDA UNPINGCO DENORCEZ, MPH
Director, Department of Public Health & Social Services

Date: SEP 27 2019

CERTIFIED FUNDS AVAILABLE:

Tommy C. Taitague
TOMMY C. TAITAGUE, Certifying Officer
Department of Public Health & Social Services

Date: 9-27-19

Account No.: 5100A201730GA003230

Document No.: C20-1700-007
Period Covering: 10/01/2019 to 09/30/2020
Subject to appropriation, allocation and availability of funds

APPROVED:

**CLEARED PER
BBMR'S REVIEW**

Lester L. Carlson, Jr.
LESTER L. CARLSON, JR., Director
Bureau of Budget and Management Research

Date: OCT 04 2019

Amount No.: \$1,224,791.08

Total Amount: \$1,224,791.08
Vendor No.: H0097035

RECEIVED
SEP 30 2019
Bureau of Budget and Management Research

APPROVED AS TO LEGALITY AND FORM:

Leevin Taitano Camacho
LEEVIN TAITANO CAMACHO
Attorney General of Guam

Date: 6/16/19
DPHSS 19-0611

APPROVED:

Lourdes A. Leon Guerrero
LOURDES A. LEON GUERRERO
Governor of Guam

Date: 10/25/2019

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date: 10/28/2019
Registration No.: C190600461
Vendor No.: H0097035
Registered By: P 11/04/2019

RECEIVED
10-07-19 SOL 2019 27422
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates
by their respective names.

SERVICE PROVIDER:

[Signature]

LISA A. MESA, Administrator
Gurusamy Inc. dba
Health Services of the Pacific

Date: 3-5-19

GOVERNMENT OF GUAM:

[Signature]

LINDA UNPINGO DENOROEY, MPH
Director
Department of Public Health & Social Services

Date: 3/11/19

CERTIFIED FUNDS AVAILABLE:

[Signature]

TOMMY C. TAITAGUE, Certifying Officer
Department of Public Health & Social Services

Date: MAR 06 2019

Account Number	Amount	Period Covering
5100A191730GA00#230	\$510,152.16	04/01/2019 to 09/30/2019
5101G191730MA102230	\$106,883.95	Effective Date to 09/30/2020
Total Amount	\$617,036.11	

Document No.: C-19-1700-046

Subject to appropriation, allocation and availability of funds

Vendor No.: H0097035

APPROVED:

**CLEARED PER
DARR'S REVIEW**
[Signature]

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

Date: MAR 15 2019

APPROVED AS TO LEGALITY AND
FORM:

[Signature]

LEEVIN TAITANO CAMACHO
Attorney General of Guam

Date: 3/22/19

DPHSS 19-0120

APPROVED:

[Signature]

LOURDES A. LEON GUERRERO
Governor of Guam

Date: 3/28/2019

RECEIVED
MAR 12 2019
BUDGET & MANAGEMENT
RESEARCH DIVISION