

RFP REGISTRATION FORM



DIVISION OF SENIOR CITIZENS
Department of Public Health and Social Services
155 Hesler Place, Hagatna, Guam 96910

RFP SUBMISSION DEADLINE:
No later than 3:00 p.m., Tuesday,
September 27, 2022.

Official communications, clarifications and amendments to the RFP will be sent to all registered potential offerors. ***The Division of Senior Citizens, Department of Public Health and Social Services (DSC, DPHSS) shall not be liable for failure to provide notice to any party who does not officially register contact information.*** The potential offerors must legibly complete and submit the original **RFP REGISTRATION FORM** to the DSC, DPHSS.

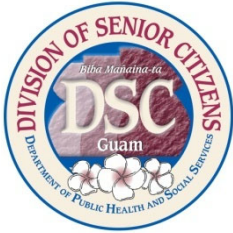
REQUEST FOR PROPOSALS (RFP) RFP/DPHSS-2022-004 IN-HOME SERVICES PROGRAM			
ORGANIZATION:			
CONTACT PERSON AND POSITION TITLE:			
PHYSICAL ADDRESS:			
MAILING ADDRESS:			
EMAIL ADDRESS:			
TELEPHONE:			
FASCIMILE:			
TO BE COMPLETED BY STAFF OF THE DSC, DPHSS.			
DATE SUBMITTED:		TIME SUBMITTED:	
RECEIVED BY:			

CONTROL NO.: 2022-DSC-IHS-_____

All potential offerors, those who come in person to the DSC, DPHSS to pick up a hard copy of the published RFP and those who download the RFP on-line, shall be assigned a Control Number upon receipt of this official **RFP REGISTRATION FORM** by the DSC, DPHSS.



**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES (DPHSS)
DIVISION OF SENIOR CITIZENS (DSC)**



**IN-HOME SERVICES (IHS) PROGRAM
REQUEST FOR PROPOSAL SPECIFICATIONS
RFP/DPHSS-2022-004**

FOR PUBLIC VIEWING

Anticipated Service Period: This procurement is to procure Title III compliant management and operations of an island-wide In-Home Services Program.

The initial term of the contract shall be from the date the Governor has signed the contract through September 30, 2023, with an option for renewal for up to three (3) additional one (1) year periods, upon the option of the Government.

The In-Home Services (IHS) Program is funded by the United States Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, as amended, Grant Number: 2301GUOASS, Catalog of Federal Domestic Assistance (CFDA) Number 93.044, Title III-B, Supportive Services and local government of Guam funds.

*Final Version
August 26, 2022*

**IN-HOME SERVICES (IHS) PROGRAM
REQUEST FOR PROPOSAL NO.: RFP/DPHSS-2022-004**

Table 1: RFP Schedule without Price Proposal Submission

Milestone	From	To
RFP Announcement – RFP Program Specifications are available for pickup and/or public viewing at the Department of Public Health and Social Services (DPHSS), Division of Senior Citizens (DSC) located at 130 University Drive, Suite 8, University Castle Mall, Mangilao from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Chamorro Standard Time (Guam Time) and is downloadable at www.dphss.guam.gov in a pdf format.	Friday, August 26, 2022	Tuesday, September 27, 2022
Cut-Off Date for Receipt of Written Questions – All inquiries, clarifications or questions must be submitted in writing no later than 3:00 p.m. Chamorro Standard Time (Guam Time) on Monday, September 12, 2022.	Monday, September 12, 2022 3:00 p.m. Chamorro Standard Time (Guam Time)	
DPHSS/DSC Response to Written Questions – All inquiries, clarifications or questions shall be responded to no later than 5:00 p.m. Chamorro Standard Time (Guam Time) on Friday, September 23, 2022.	Friday, September 23, 2022 5:00 p.m. Chamorro Standard Time (Guam Time)	
Deadline for RFP Proposal Submission – An original and two (2) copies of the proposal shall be delivered to the Division of Senior Citizens (DSC) Office located at 130 University Drive, Suite 8, University Castle Mall, Mangilao no later than 3:00 p.m. Chamorro Standard Time (Guam Time) on Tuesday, September 27, 2022. DPHSS, DSC SHALL NOT EVALUATE PROPOSAL RECEIVED AFTER THE DATE AND TIME SPECIFIED.	Tuesday, September 27, 2022 3:00 p.m. Chamorro Standard Time (Guam Time)	
1 ST Announcement – The Guam Daily Post and Pacific Daily News	Friday, August 26, 2022	
2 nd Announcement – The Guam Daily Post and Pacific Daily News	Friday, September 2, 2022	
3 rd Announcement – The Guam Daily Post and Pacific Daily News	Friday, September 9, 2022	

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

**REQUEST FOR PROPOSAL
RFP/DPHSS-2022-004**

IN-HOME SERVICES PROGRAM



IN-HOME SERVICES (IHS) PROGRAM

REQUEST FOR PROPOSAL RFP/DPHSS-2022-004

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REQUEST FOR PROPOSAL RFP/DPHSS-2022-004**

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IN-HOME SERVICES (IHS) PROGRAM

REQUEST FOR PROPOSAL RFP/DPHSS-2022-004

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I. PURPOSE OF THE SOLICITATION

The Department of Public Health and Social Services (DPHSS), Division of Senior Citizens (DSC) is soliciting proposals from non-profit and for profit organizations qualified to provide island-wide professional Title III In-Home Services in keeping with Title III Older Americans Act of 1965 as amended, through P.L. 114-144 (Older Americans Act), 45 CFR Chapter XIII, Subchapter C, Part 1321, the Administration for Community Living's program requirements and all the grant requirements applicable to contractors of Federal funds set forth in 2 CFR Part 200, and 45 CFR Part 75, and all applicable DPHSS, DSC policies, requirements, handbooks and the laws and regulations of the government of Guam.

Offeror – Contractor will provide Title III compliant management and operations of island-wide In-Home services (in the nature of Chore, Homemaker, Personal Care, and Telephone Reassurance) to a minimum of 400 frail, homebound or otherwise isolated individuals age 60 and older, who are at risk of institutionalization due to limitation on their ability to function independently.

1. **TYPE OF SERVICES.** Offerors are required to provide a Title III-B compliant In-Home Services (IHS) which includes:
 - a. **Chore Services (1 Hour)** – Performance of heavy household tasks provided in a person's home and possibly other community settings. Tasks may include yard work or sidewalk maintenance in addition to heavy housework. Heavy housework may include but is not limited to cleaning oven and stove; cleaning and defrosting refrigerator; moving light furniture to clean under and behind; vacuuming upholstery and under cushions, etc.
 - b. **Homemaker Services (1 Hour)** – Performance of light housekeeping tasks provided in a person's home and possibly other community settings. Tasks may include preparing meals, shopping for personal items, managing money, or using the telephone in addition to light housework. Light housework may include but is not limited to sweeping; vacuuming; mopping floors; washing dishes; cleaning bathroom; taking out garbage; dusting, etc.
 - c. **Personal Care Services (1 Hour)** – Assistance (personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs).
 - d. **Information and Assistance (1 Contact)** – A service that (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes

adequate follow-up procedures. Internet web site “hits” are to be counted only if information is requested and supplied.

A service that:

- Provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology;
 - Assesses the problems and capacities of the individuals;
 - Links the individuals to the opportunities and services that are available;
 - To the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures; and
 - Serves the entire community of older individuals, particularly –
 - Older individuals with greatest social need;
 - Older individuals with greatest economic need; and
 - Older individuals at risk for institutional placement.
- e. Telephone Reassurance Services (1 Contact) – providing scheduled and periodic telephone calls to clients to make sure clients are healthy and safe.
- f. Outreach (1 Contact) - intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.

II. GENERAL INFORMATION

1. BACKGROUND – LEGAL AUTHORITY

The Department of Public Health and Social Services, Division of Senior Citizens (DPHSS, DSC) is responsible for coordinating activities related to older persons on Guam in accordance with the Older American Act of 1965 and Guam’s Senior Citizens Act of 1978, P.L. 14-139 codified at 10 GCA, Chapter 8. Although under Guam law, a “senior citizen” is defined as age 55 years or older (see 10 GCA §8102(d), aging services administered by DPHSS, DSC as the state-wide agency State Office on Aging (SOA) for the Department of Health and Human Services, Administration for Community Living, Older Americans Act. SOA Federal funds are provided for older individuals 60 years of age or older based on the Older Americans Act criteria, *unless otherwise provided for as in target populations of the National Family Caregiver Support Program and the Bureau of Adult Protective Services. Clients of the National Family Caregiver Support Program include caregivers serving adults and children with disabilities. The Bureau of Adult Protective Services serves individuals 60 years of age and older and adults with disabilities between the age 18-59.*

DPHSS SOA Four Year State Plan on Aging for Fiscal Years 2020 through 2023 was approved by the Administration of Community Living on August 29, 2019. A

copy of the 2020-2023 Guam Four Year State Plan on Aging is available at the Department of Public Health and Social Services URL website, and or upon request, and is incorporated herein as if fully rewritten.

Applicability of Guam Procurement Law

All agencies of the government of Guam are required to follow the Guam Procurement Law when using public funds for procurement of professional services. The government of Guam Procurement Laws and Regulations are set forth in Title 5 Guam Code Annotated (GCA), Chapter 5, and 2 Guam Annotated Regulations (GAR), Division 4 available online at:

<http://www.guamcourts.org/CompilerofLaws/GCA/title5.html> (for Guam Code Annotated-Guam Procurement Law)

<http://www.guamcourts.org/CompilerofLaws/GAR/02gar.html> (for Guam Procurement Regulations)

Anticipated Funding – Federal Funds and Local Funds

As a SOA, DPHSS, DSC receives Title III-B Supportive Services Federal funds through the Older Americans Act; and the Appropriation Act; and through the government of Guam's Annual Appropriation Act.

The Federal Funds for Fiscal Year, October 1, 2022 through September 30, 2023 are anticipated to be received through Grant Number: 2301GUOASS for Fiscal Year 2023, Catalog of Federal Domestic Assistance (CFDA) Number 93.044, and Title 45 Code of Federal Regulations (CFR), Part 92. Any Offeror awarded a contract in this Request for Proposal is required to fully comply with the Older American Act as Amended, the Administration for Community Living regulations, and memorandums, etc.; as well as the applicable Uniform Guidance 2 CFR, Part 200 regulations; 45 CFR, Part 75 (for HHS Awards); Notice of Award, and the grant terms specified on it.

Please see – the Administration for Community Living's website for copies of the relevant grant terms and conditions at <https://www.acl.gov/grants/managing-grant>

It is anticipated that the Appropriation Act of Fiscal Year 2023 will authorize the Title III-B Supportive Services Program for In-Home Services (IHS) which is the subject of this Request for Proposal for an additional two (2) years.

The Grant Document Numbers are: 2301GUOASS, 2401GUOASS, 2501GUOASS, and 2601GUOASS for Fiscal Years 2023, 2024, 2025 and 2026, respectively.

The Federal funds must be used in the fiscal year appropriated, and have a Federal carry-over period of two additional one year periods, and a liquidation period

through September 30th of that fiscal year, unless the liquidation period is extended by approval of the Administration for Community Living.

DPHSS, DSC applies local Guam funds, as matching funds and over-matching funds, in keeping with its annual government of Guam Appropriation.

All funds are subject to appropriation, allocation and availability and in keeping with the Federal grant program, any contract for services is subject to termination in full or in part for exigent circumstances (in addition to any other termination rights) upon a 30-day written notice of non-appropriation, allocation or availability of funds.

DPHSS, DSC Title III-B Supportive Services standard contract clauses include a "not to exceed annual amount" subject to appropriation, allocation or availability of funds; as well as for multiple certifications of funds in any annual fiscal year period; in keeping with the nature of the Title III Federal Funds receipt and the appropriation process.

In keeping with the Administration for Community Living, Title III-B Supportive Services Program requirements and the Uniform Grant Requirements, 2 CFR, part 200 and 45 CFR, Part 75, there are Federal assurances and certifications as well as a flow-down of required clauses in contracts between DPHSS, DSC and its Title III-B Supportive Service Providers.

2. TYPE OF SERVICES OR PROGRAM

DPHSS, DSC seeks Offeror – Contractor to provide Title III-B compliant management and operations of island-wide In-Home Services (IHS) (in the nature of Chore, Homemaker and Personal Care) for individuals age 60 and older in keeping with the Older Americans Act; the Health and Human Services Regulations, the Administration for Community Living regulations and rules; the Uniform Grant Requirements; and DPHSS, DSC program requirements, and all applicable Federal and Guam laws and regulations.

3. PURPOSE OF REQUEST FOR PROPOSALS

To provide assistance to frail individuals who are at risk of institutionalization due to limitations on their ability to function independently and to provide support services to caregivers. Services are provided through this program to individuals aged 60 or older, in their homes. These services include Chore, Homemaker, Personal Care and Telephone Reassurance, as appropriate (OAA Sections 321).

4. CONTRACTING ENTITY

Government of Guam
Department of Public Health and Social Services (DPHSS)
Division of Senior Citizens (DSC)

5. **NUMBER OF CLIENTS TO BE SERVED**

A minimum of 400 eligible older individuals age 60 and older who are frail, homebound or otherwise isolated. At all times, there shall be a minimum of 100 slots available for eligible older individuals who are without a caregiver.

6. **TERM OF SERVICES**

The effective date of any award shall be the date of signature by the Governor of Guam or October 1, 2022, whichever is later (the Effective Date). DPHSS, DSC will issue a written Notice to Proceed to Service Provider after the Effective Date of this Agreement. Service Provider warrants that no services under this Agreement will be provided prior to the Effective Date.

Initial Term. The initial term of the contract shall be from the Effective Date through September 30, 2023.

Renewal Term. The contract may be renewed at the option of DPHSS, DSC for up to three (3) additional one (1) year periods (each a Renewal Term), upon satisfactory performance in keeping with the objectives of the Federal grant and the terms of this Agreement, and subject to the appropriation, allocation, and availability of funds.

Extension. Additionally, there shall be a special monthly extension period after the final Renewal Term on a month-to-month basis (each being a "Monthly Extension Period") or in special circumstances a combination of monthly periods for two or three months, to begin immediately after the expiration of the Final Renewal Term, provided that in no event may the parties agree to more than six (6) Monthly Extension Periods, singularly or in combination. The Monthly Extension Periods may be agreed to by the parties only if the Government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government. Any Monthly Extension Period is subject to the Offerors satisfactory performance of the objectives of the federal grant and terms of this Agreement, and the appropriation, allocation, and availability of funds.

In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the offeror shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract.

7. **CONTRACTING AUTHORITY**

The Director of DPHSS has determined that the Title III-B Supportive Services requested are of a nature of professional services as defined in 5 GCA, Chapter 5 §5121; and DPHSS, DSC has complied with the Guam Procurement Law and Guam Procurement Regulations prerequisites for this method of solicitation as well as the applicable Federal program grant requirements.

8. **TYPE OF CONTRACT**

The Director of DPHSS has determined that the type of contract to be used in keeping with the best interest of Guam in this DPHSS, DSC Title III-B Supportive Services is a Cost-Reimbursement Cost Contract, 2 GAR Division 4, §3119(e)(3), with all costs being in keeping with program requirements, necessary, allocable and approved, by annual budget with object categories, and also utilizing not to exceed amounts.

Only fair and reasonable costs will be approved as part of this solicitation. See 2 GAR, Division 4 §3114.

A review of proposed Offeror's accounting system by DPHSS, DSC is part of this procurement. The proposed Offeror's accounting system must permit timely development of all necessary cost data in the form required, and the system must adequately allocate costs in accordance with generally accepted accounting principles as required by the Federal grant and 2 GAR, Division 4, Chapter 7 Cost Principles.

The Offeror is also subject to Single Audit Requirements.
Intentionally omitted, not applicable to this RFP.

9. **RFP SPECIFICATIONS.** These RFP specifications were drafted by personnel of the Division of Senior Citizens to include Ms. Charlene D. San Nicolas, Senior Citizens Administrator and Ms. Jeanette M. Gomez, Program Coordinator IV of the DPHSS, DSC.

10. **CONTACT INDIVIDUAL**

Ms. Jeanette M. Gomez
Program Coordinator IV
Division of Senior Citizens, DPHSS
Telephone: (671) 735-7421 Fax: (671) 735-7416

III. INSTRUCTIONS TO THE OFFERORS

The Offeror shall follow all instructions contained in this Request for Proposal (RFP) packet according to the format provided.

1. **COVER LETTER.** A cover letter shall accompany the response to the RFP identifying it as the official response to the DPHSS, DSC RFP, citing the date of publication of the RFP, the RFP Number and published program name. The cover letter shall contain assurances of the following:
- a. The organization understands the requirements and provisions of the "Request for Proposal" and any changes thereto, and is willing and able to provide the services specified in the RFP.

- b. The organization accepts responsibility to be in compliance with all applicable rules, regulations, statutes, and laws pertaining to the program, inclusive of procurement rules and regulations and compliance requirements as stipulated by the Government, DPHSS, DSC.
- c. The organization retains and shall retain the financial capability to provide the required services of this program.
- d. The organization is legally qualified to contract with the government of Guam.
- e. The organization has not filed for, nor is in the process of filing for bankruptcy.
- f. The organization has not retained a person to solicit or secure a Territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- g. The organization ensures that its employees who directly provide the services which are subject to this agreement and whose occupational titles are listed in the Wage Determination issued by the U.S. Department of Labor as made applicable to Guam by Title 5 GCA §5801, now receive or will receive wages and benefits accordingly. The organization will comply with the Federal regulations on Wage Determination and will be solely responsible for submitting Standard Form 98, if positions are not listed on the current Wage Determination List.
- h. The organization ensures compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164.
- i. The Cover Letter must acknowledge receipts of all amendments to this RFP.
- j. The organization assures it has reviewed, signed, dated and submitted in blue ink Appendices of Mandatory Forms and Appendices of Mandatory Federal Program Forms.
- k. The organization ensures compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers (Ref. Article 7, Title 5 GCA, Chapter 32).

- l. The Offeror is strictly prohibited from employing convicted sex offenders to work directly with clients (Ref. 5 GCA §5253). The provisions of P.L. 28-98 also apply.
 - m. Each Offeror may only submit one (1) proposal. Multiple offers or alternative offers will be rejected.
 2. **REGISTRATION REQUIRED.** DPHSS maintains a procurement registration log and has a contact registration card process. Only registered potential Offerors may submit proposals in this procurement. Official communications, clarifications and amendments to the RFP will be sent to all registered potential Offerors. Receipt and acknowledgment of all RFP amendments is required of all Offerors submitting proposals. The DPHSS, DSC shall not be liable for failure to provide notice to any party who do not register contact information.
 3. **MANDATORY FORMS.** The Guam Procurement Law requires each Offeror to make a number of disclosures. Some of the disclosures are required for an Offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the Offeror's ease in making these required disclosures, the purchasing agency is providing sample disclosure forms. They must be completed and included with the proposal. The forms are attached to Section XV. Appendix of Mandatory Forms. **Failure to complete and submit the forms will automatically disqualify the Offeror's submission to this RFP, as being non-responsive.** All notarized affidavits must be prepared no earlier than 30 days prior to submission. Furthermore, all disclosure forms submitted by the Offeror awarded the contract will be open to public inspection and copying.
 - a. **Offeror's Profile (Appendix A-1).** The Offeror shall provide background information on as to its official name, location, average number of employees, contact information, Offeror's program personnel to manage the program, type of Offeror, date of incorporation, and the number of years the Offeror has been in business.
 - b. **Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest (Appendix A-2).** Affidavit Re Disclosing Ownership, Influence, Commissions and Conflicts of Interest (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021) (new) AG Procurement Form 002).

Disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 days preceding the publication of this solicitation and until the award of any contract in this procurement by affidavit on the AG Procurement Form 002 is required by Offeror. The Offeror's duty to disclose ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest, and to update any prior disclosures promptly is a continuing duty, and material to this solicitation,

and any contact awarded under this solicitation. The affidavit shall be open and available to the public for inspection and copying. (5 GCA §5233).

- c. **Affidavit re Non-Collusion (Appendix A-3).** The Offeror must represent that its offer is genuine and not a sham and that the Offeror is not in collusion with others, and that the Offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or Offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the Government or any person interested in the contract.
- d. **Affidavit re No Gratuities or Kickbacks (Appendix A-4).** The Offeror must represent, pursuant to Title 2 GAR, Division 4, §11107(e), that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.
- e. **Affidavit re Ethical Standards (Appendix A-5).** The Offeror must represent, pursuant to Title 2 GAR, Division 4 §11103(b), that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulation pertaining to ethics in public contracting.
- f. **Affidavit re Contingent Fees (Appendix A-6).** The Offeror must represent, pursuant to Title 2 GAR, Division 4, §11108(f) and §11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with the Government; nor has it retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention

of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

- g. **Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination for Guam (Appendix A-7).** The Offeror must represent that it pays its employees, and provides health and similar benefits, in accordance with the most recent Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. DOL for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The most recent USDOL Wage Determination applicable to Guam issued by the U.S. DOL is attached to this form.
- 4. **MANDATORY FEDERAL PROGRAM FORMS.** DPHSS, DSC also requires the Offeror to complete and include with the RFP additional Mandatory Federal Program Forms. They must be completed and included with the RFP. The forms are attached in Section XVI. Appendix of Mandatory Federal Program Forms. **Failure to complete and submit the forms will automatically disqualify the Offeror's submission to this RFP, as being non-responsive.** Furthermore, all Mandatory Federal Program Forms submitted by the Offeror awarded the contract will be open to public inspection and copying. The Mandatory Federal Program Forms include the following:

 - a. Limited English Proficiency Certification (Appendix B-1);
 - b. Certification of Non-Discrimination (Appendix B-2);
 - c. Civil Rights Requirements (Appendix B-3);
 - d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Appendix B-4); and
 - e. Compliance with Federal Laws and Regulations (Appendix B-5).
 - f. Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for HHS Awards – Contract Provisions (Appendix B-6).
 - g. Updated Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for HHS Awards – Special Contract Provisions (Appendix B-7).
- 5. **REQUIRED SIGNATURE.** The authorized official of the submitting organization shall sign all copies of the cover letter to the proposal. If the Offeror is an entity other than a sole proprietor, the entity shall designate an official to act on behalf of the entity in submitting its proposal. The designation shall be made as a resolution and memorialized in minutes, as may be appropriate. A copy of the resolution or minutes shall be attached to the cover letter. **Failure to comply with this provision will automatically disqualify the Offeror's submission to this RFP, as being non-**

responsive.

6. **SUBMISSION:**

- a. The proposal shall be typewritten, be complete and technically accurate at the time of submission. The proposal shall be submitted on standard white paper and be clipped, stapled, or bound and submitted in a sealed envelope.
- b. Envelope(s) shall be sealed and labeled indicating the following:

<p style="text-align: center;">REQUEST FOR PROPOSAL TO BE OPENED BY AUTHORIZED PERSONS ONLY RFP Number RFP/DPHSS-2022-004 In-Home Services (IHS) Program</p> <p>Submission Date: _____ Submission Time: _____ Received By: _____</p> <p style="text-align: center;">DSC Personnel</p>
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- c. **DO NOT FAX PROPOSAL.** An original and two (2) copies of the proposal shall be submitted. Proposals shall be mailed or delivered to the DPHSS, DSC. Mailed proposals shall be received on or before the deadline. If delivered, ensure that the envelope containing the proposals is date-stamped by the DPHSS, DSC personnel.

MAIL TO:

Ms. Charlene D. San Nicolas, MPA
Senior Citizens Administrator
Division of Senior Citizens
155 Hesler Place
Hagatna, Guam 96910

DELIVER TO:

Ms. Charlene D. San Nicolas, MPA
Senior Citizens Administrator
Division of Senior Citizens
130 University Drive
Suite 8 University Castle Mall
Mangilao, Guam 96913

7. **DEADLINE:**

- a. An original and two (2) copies of the proposal shall be delivered to the Division of Senior Citizens Office located at 130 University Drive, Suite 8 University Castle Mall, Mangilao, Guam 96913, **no later than 3:00 p.m., Chamorro Standard Time (Guam Time), Tuesday, September 27, 2022.**
- b. **DPHSS, DSC SHALL NOT EVALUATE PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED.**
- c. **ADDITIONALLY, PROPOSALS TRANSMITTED VIA FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

- d. All inquiries, clarifications, or questions must be submitted in writing **no later than 3:00 p.m., Chamorro Standard Time (Guam Time), Monday, September 12, 2022** and shall be responded to **no later than 5:00 p.m., Chamorro Standard Time (Guam Time), Friday, September 23, 2022**. Inquiries, clarifications, or questions shall contain the RFP number RFP/DPHSS-2022-004 (IHS) in the subject line and must be addressed as follows by Delivery, Email, or Fax, Attention:

Ms. Jeanette M. Gomez
Program Coordinator IV
Department of Public Health and Social Services
Division of Senior Citizens

Deliver to: 130 University Drive, Suite 8, University Castle Mall
Mangilao, Guam 96913

Email to: dsc.procurement@dphss.guam.gov
Fax to: (671) 735-7416

8. **RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT.** DPHSS shall have the right to reject all proposals, or individual proposal in whole or in part, and/or cancel this procurement if it is determined to be in the best interest of the DPHSS.
9. **TAXES.** Offerors are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation. It is the policy of the government of Guam to award proposals to Offerors duly authorized and licensed to conduct business in Guam.
10. **NON-RESIDENT TAX WITHHOLDING.** A nonresident person without a valid Guam business license residing outside of Guam, shall be subject to a withholding assessment, the equivalent of the Guam BPT, which shall be the equal to four percent (4%) of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with the government of Guam. See P.L. 33-166 (effective June 30, 2016) codified at 11 GCA, Chapter 71 Section 71114.
11. **FEDERAL FUNDS.** This procurement is funded with Federal and local funds. The Federal grant funds are from the United States Department of Health and Human Services, Administration for Community Living, Supportive Services: In-Home Services. The Grant Document Numbers are: 2301GUOASS, 2401GUOASS, 2501GUOASS and 2601GUOASS for Fiscal Years 2023, 2024, 2025 and 2026 respectively. The CFDA Number is 93.044 Title III-B, Supportive Services. The Notice of Grant Award for the above funds incorporates in its terms and conditions the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local, and Tribal Governments under Title 45 CFR, Part 92. The

above-mentioned Federal laws and regulations are incorporated herein as if fully re-written and Offeror agrees to abide by them in addition to all other applicable Federal and Guam laws and regulations and the Department of Public Health and Social Services, Division of Senior Citizens processes and program requirements, including but not limited to the current approved Guam Four Year State Plan on Aging.

The Federal grant funds and local government of Guam funds are anticipated to be received with regards to this procurement as part of the annual appropriation for DPHSS and is required to be provided in that they are a recurring service which Guam has agreed to provide as documented in their submission of Guam's Four-Year State Plan on Aging and subsequently approved by U.S. Health Secretary for Aging.

12. DEBARMENT OR SUSPENSION:

- a. Any Offeror whose previous contract for any Title III Aging Program service was terminated by the Government for cause prior to the completion of the contract, shall not be eligible to submit a proposal under this RFP pursuant to Title 5 GCA, Article 9, §5426 and as otherwise provided for by law, rule or regulation.
- b. Causes for debarment or suspension of an Offeror pursuant to Title 5 GCA, Article 9, §5426 includes:
 - (1) Violation of the ethical standards set forth in Title 5 GCA, Article 11, Part B, §5628 through 5633; and
 - (2) Filing a frivolous or fraudulent petition, protest or appeal under §5425(e), §5426(f), or §5427(e) of Title 5 GCA, Article 9.

IV. PROPOSAL PROCESS

1. RECEIPT AND HANDLING OF PROPOSALS:

- a. **Registration.** Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two (2) or more procurement officials. A Register of Proposals shall be established which shall include for all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of Offerors who are not awarded the contract shall not be opened to public inspection.

- b. **Requests of Non-Disclosure of Trade Secrets and Proprietary Data.** If the Offeror selected for award has requested in writing the non-disclosure of trade secrets and other proprietary data so identified, the head of the agency conducting the procurement or a designee of such office shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the head of the agency conducting the procurement or a designee of such officer shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposals or protests under 5 GCA Chapter 5 Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal will be so disclosed.
- c. **Clarification of Specifications.** Discrepancies, omissions, or doubts as to the meaning of the specifications shall be communicated in writing to the named contact individual of the contracting entity for interpretation. Offerors shall act promptly and allow sufficient time for a reply to reach them before the submission of their proposal. Interpretation, if required, shall be in the form of a modification to the specifications and forwarded to all prospective Offerors, and its receipt acknowledged by the Offeror on the proposal form.
- d. **Non-Obligation of the DPHSS.** This RFP does not obligate the DPHSS, DSC to award a contract for services or supplies.

2. **DISCUSSION:**

- a. **Discussions Permissible.** The head of the agency conducting the procurement or a designee of such officer shall evaluate all proposals submitted and may conduct discussions with any Offeror. The purposes of such discussions shall be to:
 - (1) determine in greater detail such Offeror's qualifications; and
 - (2) explore with the Offeror the scope and nature of the required services, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- b. **No Disclosure of Information.** Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the DPHSS shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open to public inspection except as otherwise provided in the contract. (See §3114(h)(1), Receipt and Handling of Proposals, Registration).
- c. **Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn by the Offeror at any time prior to the conclusion of discussions.

- d. **Financial Interest.** Financial interest in this service is limited to the service itself. A proposal will not be considered for award if the price in the proposal was not arrived independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other Offeror or with a competitor. In addition, the Offeror is prohibited from making multiple proposals in a different form, i.e., as a prime Offeror and as a subcontractor to another prime Offeror.
3. **EVALUATION.** Proposals shall be evaluated only on the basis of evaluation factors stated in this RFP.

Proposal Evaluation Factors: To be considered eligible for award, the proposal from the Offeror shall need to garner 70 points or greater from the evaluating committee. No credit for extraneous materials or additional information to that requested shall be given by the RFP Committee. The DPHSS, DSC shall have the right to inspect the proposed offices and facilities to be utilized in this program during the evaluation period to determine its suitability.

- a. **40 POINTS MAXIMUM** - The plan for performing the required services addresses the requirements of the RFP. The Offeror submitted all the required information and attachments and responded to all questions and items in the RFP, including the Organization's Service Delivery Plan, the Scope of Services – Program Specifications and the Standard Operating Procedures inclusive of an Emergency Management Plan.
- b. **20 POINTS MAXIMUM** - The organization is able to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, professional history and the qualifications and abilities of personnel proposed to be assigned to perform the services (include joint ventures, associations, professional subcontracts, etc.).
- c. **20 POINTS MAXIMUM** - Past experience/performance of similar work with government agencies or private entities indicates organization's ability to maintain performance of required services. Organization's past record of upholding contractual agreements indicates its stability to provide continual quality services, including Audit Reports and the latest Annual Program Reports, if available. Includes such factors as financial management ability, control of costs, quality of work, and ability to meet prescribed deadlines and contractual requirements.
- d. **20 POINTS MAXIMUM** - The personnel, equipment, and facilities to perform the services are available or will be made available at the time of contracting.

4. **SELECTION OF THE BEST QUALIFIED OFFERORS.** After conclusion of validation of qualifications, evaluation, and discussion as provided in §3114(i) (Discussions), the head of the agency conducting the procurement or a designee of such officer shall select, in the order of their respective qualification ranking, no fewer than three (3) acceptable Offerors (or such lesser number if less than three (3) acceptable proposals were received) deemed to be the best qualified to provide the required services.

The acceptable Offerors shall be ranked in order of the number of points received during the evaluation process. The best qualified Offeror is the one receiving the highest number of points.

5. **SUBMISSION OF COST OR PRICING DATA.** The Offeror determined to be best qualified shall be required to submit cost or pricing data to the head of the agency conducting the procurement at a time specified prior to the commencement of negotiations in accordance with §3118 (Cost or Pricing Data) of these regulations.

- a. The Offeror determined to be best qualified shall be required to submit the following:

- (1) a proposed program budget in the format provided by the DPHSS, DSC;
- (2) an inventory listing of non-expendable property to be used by the program; and
- (3) minutes or resolution from the Board of Directors' meeting, or equivalent, authorizing their designated official to act on behalf of the organization to negotiate and enter into an agreement.

- b. The date specified for the submission of the proposed program budget, inventory listing and minutes or resolution of the Board of Directors' meeting, or equivalent, shall be specified by the Director, DPHSS and shall be made prior to the commencement of negotiations and shall be certified by the Offeror's certifying officer.

6. **NEGOTIATION OF AWARD OF CONTRACT.**

- a. **General.** The head of the agency conducting the procurement or a designee of such officer shall negotiate a contract with the best qualified Offeror for the required services at compensation determined in writing to be fair and reasonable.

- b. **Elements of Negotiation.** Contract negotiations shall be directed toward:
- (1) Making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

- (2) Determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and
 - (3) Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
- c. All cost in this procurement must be reasonable, allocable, and necessary to the project, and they must also comply with Federal and government of Guam funding statutes and regulations.
- d. **Successful Negotiation of Contract with Best Qualified Offeror.** If compensation, contract requirements, and contract documents can be agreed upon with the best qualified Offeror, the contract shall be awarded to that Offeror.
- e. **Failure to Negotiate Contract with Best Qualified Offeror.**
 - (1) If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and the head of the agency conducting the procurement or designee of such officer shall advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three (3) days.
 - (2) Upon failure to negotiate a contract with the best qualified Offeror, the head of the agency conducting the procurement or designee of such officer may enter into negotiations with the next most qualified Offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Offeror. If negotiations again fail, negotiations shall be terminated as provided in Subsection 3114(1)(4)(a) of this section and commence with the next qualified Offeror.

7. **NOTICE OF AWARD:**

- a. Written notice of award shall be public information and made a part of the contract file.
- b. The award of any contract, based on the proposal received in response to this RFP is contingent upon the DPHSS, DSC receiving adequate Title III and local funds.

8. **FAILURE TO NEGOTIATE CONTRACT WITH OFFERORS INITIALLY SELECTED AS BEST QUALIFIED.** Should the head of the agency conducting the procurement or a designee of such officer be unable to negotiate a contract with any of the Offerors initially selected as the best qualified Offerors, offers may be re-solicited or

additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with Subsection 3114(I)(4) of this section until an agreement is reached and the contract awarded.

9. **RIGHT TO PROTEST AND BE HEARD.** Any actual or prospective Offeror who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Director, DPHSS, in accordance with the provisions of Title 5 GCA, Article 9 and as otherwise provided for by law, rule or regulation.

V. OFFEROR'S BACKGROUND INFORMATION

1. OFFEROR'S PROFESSIONAL HISTORY:

- a. Describe the history of your organization and its mission as it relates to In-Home Services (IHS) Program or similar services for the population served, including incorporation date, if applicable, and principal sources of financial support.
- b. Attach a copy of your organization's current business license or certification, or a statement of exemption from the Department of Revenue and Taxation.
- c. List past experience with Title III Aging Programs and other similar programs administered by your organization and significant accomplishments.
- d. List all government contracts awarded in the previous three (3) years by title and contract amounts.
- e. List any professional complaints (pending and resolved) filed with Federal and local agencies against your organization within the last three (3) years.
- f. List any pending and adjudicated criminal or civil contempt proceedings against the applicant and any employee employed by the applicant.

2. OFFEROR'S FINANCIAL CONDITION:

- a. If your organization was awarded a government contract during the previous three (3) years, list citations in the areas of procurement, questioned costs, material weaknesses and your organization's non-compliance with contract provisions. Include the status or resolution of each listed.

- b. If your organization was awarded a government contract, list occurrences in which your organization failed to submit timely audits and reasons for such failure to submit within the last three (3) years, as applicable.
 - c. List organization's defaults of material and financial obligations over Five Thousand Dollars (\$5,000.00). Indicate any liens or levies attached to your organization's property or earnings as a result of such obligations, and the status and resolution of each obligation.
 - d. Provide a copy of your organization's latest Financial Statement.
 - e. Tax-exempt shall attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents [Ref. 26 CFR Part 301 §6104(d)].
 - f. A partnership, sole proprietorship, or corporation shall submit a notarized affidavit that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the organization at any time during the 12-month period immediately preceding submission of this proposal (Ref. Title 5 GCA, Article 3, Part D, §5233).
 - (1) The affidavit shall contain the number of shares or the percentage of all assets of the organization that were held by each such person during the 12-month period.
 - (2) The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this proposal and shall also contain the amounts of any such commission, gratuity or other compensation.
3. **OFFEROR'S PROGRAM PERSONNEL.** Describe your organization's proposed personnel for this program. **Attach a proposed organizational chart and position description of each proposed position.** The organizational chart shall illustrate the placement of this program in relationship to all other programs and businesses under your organization. The position descriptions shall contain minimum qualifications, abilities and responsibilities of persons who shall be assigned to provide the required services. All employed program personnel shall meet the requirements and qualifications set forth in their respective position description. The organization shall ensure the key positions identified in this RFP meet all employment requirements and qualifications, abilities and responsibilities as stipulated in this RFP.
4. **OFFEROR'S ADVOCACY AND CAPACITY EXPERIENCE:**
- a. Describe in narrative form your advocacy experience and current efforts regarding areas affecting older individuals and their outcomes.

- b. Describe in narrative form demonstrated program personnel expertise and capacity in specific areas of service affecting older individuals in greatest economic or social need.

VI. ORGANIZATION'S SERVICE DELIVERY PLAN

1. Describe in narrative form how your organization proposes to deliver services to meet the program specifications described in this RFP. The narrative shall succinctly describe the conceptualization of all program services while integrating the administrative requirements to include capturing, entering, maintaining and reporting of data.
2. List by section only those areas of the program specification(s) that differ from methods your organization proposes and include alternative methods proposed by your organization, which shall be subject to approval by the DPHSS, DSC.
3. **STANDARD OPERATING PROCEDURES.** The Offeror shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan, is current and submitted as part of the response to this RFP.
4. **EMERGENCY MANAGEMENT PLAN.** To protect the health, safety and welfare of clients, program personnel and volunteers, the Offeror shall visibly post emergency telephone numbers and the established emergency procedures, as applicable, that are subject to review by the DPHSS, DSC.
 - a. **Training.** The Offeror shall provide training to clients, program personnel, volunteers and student interns on procedures to be followed in the event of natural or manmade disasters, or incidences, as applicable, which may impact their health, safety or welfare to include:
 - (1) Fire/earthquake, to include a quarterly drill with an evacuation plan visibly posted in which all clients, program personnel, volunteers and student interns participate;
 - (2) Health emergencies such as Pandemic flu outbreaks;
 - (3) Medical emergencies, to include food poisoning situations;
 - (4) Physical threat, to include bodily harm situations;
 - (5) Severe weather or a natural disaster; and
 - (6) Power and/or water outages, etc.
 - b. **High Risk Clients Under Emergency Declaration.** The Offeror shall include written procedures for clients considered "High Risk" under Emergency Declaration. This information shall be provided to the client's village Mayor and the DPHSS, DSC in preparation for emergencies. High Risk clients are identified as follows:
 - (1) Bedridden;

- (2) Requires transportation and/or escort assistance for evacuation to shelter, e.g., those living alone;
- (3) Requires refrigeration of medication and/or is insulin dependent.
- (4) Requires oxygen;
- (5) Resides in substandard housing; and
- (6) Provide copies of maps to the last known residence of the clients on this list.

VII. SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

REQUIREMENTS FOR THE IN-HOME SERVICES (IHS) PROGRAM

Offerors are required to be cognizant of the provisions of Title III of the Older Americans Act, the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and the Administration for Community Living's (ACL) guidance policy regarding same-sex marriage (see Compliance with Federal Laws and Regulations). *All sections throughout this RFP shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, policy, or State Agency operations.*

1. **PURPOSE.** Offeror is to provide In-Home Services (IHS) 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.
2. **FUNCTION.** Offeror is to provide In-Home Services (IHS) to include Chore, Homemaker and Personal Care services to be provided in the frail older individual's home.
3. **PROGRAM REQUIREMENT.** Offeror's In-Home Services (IHS) program are **to be** available to individuals age 60 and older who have been determined by the DPHSS/DSC contracted provider for the Case Management Services (CMS) Program (herein, CMS) to be functionally impaired due to:
 - a. The individual is unable to perform at least two (2) of the following Activities of Daily Living (ADL) without personal assistance, stand-by assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair and walking; or
 - b. The individual has a cognitive or other mental impairment, and requires substantial supervision because he/she behaves in a manner that poses a serious health or safety hazard to themselves or to other individuals; or
 - c. The individual has been determined to be eligible based on a comprehensive assessment of the individual, inclusive of temporary and permanent impairments. In cases where there is no evidence manifested of the

impairments, a Physician's Certification of Individual's Eligibility for Services is required for services to commence.

4. **TARGET POPULATION.**

- a. Persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services (Ref. 45 CFR 1321.69).
- b. Older individuals with greatest economic need and older individuals with greatest social needs (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) [Ref. Section 305(a)(2)(E) of the Older Americans Act].
- c. Older individuals with disabilities (with particular attention to individuals with severe disabilities) and enhance services and develop collaborative programs, where appropriate, to meet the needs of older individuals with disabilities [Ref. Section 307(a)(17) of the Older Americans Act].

5. **REGISTRATION OF CLIENTS.** Offerors are required to demonstrate and implement written registration procedures that addresses, at a minimum, the following:

- a. **Registration Process to access and refer for services.** A client who receives In-Home Services (IHS) within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Offeror is responsible for registering clients and tracking deceased clients within the reporting fiscal year.
- b. **Intake, Profile and Referral (IPR) Form.** As part of the registration process, Offeror is required to use the Intake, Profile, and Referral (IPR) Form which shall be provided by the DPHSS, DSC to register clients for this program and to refer clients to other Title III Aging Program services. In the event the Offeror has any of the DPHSS, DSC's outdated IPR forms they should discard them. The form is attached to Section XVII. Appendix of Program Forms as Appendix C-1.
- c. **IPR Record Change and Service Form.** This DPHSS, DSC form is to be used by the Offeror to update or change a client's IPR. The form is attached to Section XVII. Appendix of Program Forms as Appendix C-2.
- d. Offerors are to ensure that copies of all initial and record change and service IPR forms for individuals age 60 and older are forwarded to the appropriate DPHSS, DSC Title III Aging program Service Provider or Vendor no later than 10:00 a.m. the next working day, unless the case requires immediate attention, which shall be referred to CMS program on the same day.

- e. Offerors are to ensure they have provisions in place to make sure that all program required legal documents are in place prior to clients receiving In-Home Services. Acceptable legal documents are Power of Attorney or Guardianship. Any other document presented shall be reviewed for its validity and applicability, as cleared by the CMS Program, prior to services being rendered.
- f. Offerors are required to ensure clients have health clearances prior to IHS being provided. The frequency to update health clearances will be based on each client's health status.
- g. Offerors are required to report to CMS program significant changes in the physical, mental and social conditions, as observed in its regular contact with IHS clients.
- h. Offerors are required to ensure that clients are enrolled into the Aging and Disability Resource Center (ADRC) Information System within 48 hours of receipt of IPR or Record Change and Service Form and are required to input client data and information into the ADRC Information System and utilize the ADRC Information System as the primary system for data and information submittal.
- i. **Emergency Referrals.** Offerors are required to include in the registration process a provision to respond to critically emergent situations to protect and safeguard the life and safety of vulnerable and high-risk clients.
- j. **Partial Services List.** Offerors are required to establish a list of clients who are receiving only partial services due to program constraints, while entitled to and would greatly benefit from the full service of this program.
- k. **Wait-List.** Offerors are required to establish a list of clients who are waiting to receive program services and currently not receiving any services. Offeror is required to coordinate with the CMS Program, who maintains the Wait List, to ensure clients who are on the Wait-List at the end of a service fiscal year, September 30, are reassessed and re-enrolled on October 1 if services are still needed and ensuring they remain on the Wait-List. For those eligible consumers who are receiving some degree of services, their names should be listed in the Partial Services List.
- l. **Client Contact.** Offerors are required to ensure contact with the client occurs no later than two (2) working days after receipt of the referral to coordinate the client's registration from the CMS Program. Referrals shall be made to assist and address the issues and needs presented by the client at time of registration subject to periodic updates.

- m. **Duplication of Services.** Offerors are required to ensure that all services funded through this program are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.
 - n. Offerors are required to address and inform clients that all pets at their home shall be controlled in accordance with Public Laws 22-13 and 26-76 (codified at 10 GCA, Chapter 34) to ensure the proper delivery of services. In addition, the provision shall also account for the proper restraining of indoor pets.
6. **DEFINITIONS AND UNITS OF SERVICE (UOS).** Offerors are required to maintain and report Units of Service (UOS) as follows: *(Note: The service units for Information and Assistance and Outreach are individual, one-on-one contacts between a Service Provider and an elderly client or caregiver. An activity that involves contact with multiple current or potential clients or caregiver (e.g., publications, publicity campaigns, and other mass media activities) should not be counted as a Unit of Service (UOS).*
- a. **Impairment in Activities of Daily Living (ADL)** – Indicates the person’s total score on the Katz Index of Independence in Activities of Daily Living (ADL). Activities include bathing, dressing, toileting, transferring, continence, and feeding. Permissible values are 0-6.
 - b. **Impairment in Instrumental Activities of Daily Living (IADL)** – Indicates the person’s total score on the Lawton Instrumental Activities of Daily Living (IADL). Activities include ability to use the telephone, shopping, food preparation, housekeeping, laundry, mode of transportation, medication management, and ability to manage finances. Permissible values are 0 - 8. A limitation is defined as being unable to perform the activity without substantial assistance (including verbal reminding, physical cueing, or supervision).
 - c. **Living Alone** – Using the Census definition of household, a one-person household is where the householder lives by his or herself in an owned or rented place of residence in a non-institutional setting, including board and care facilities, assisted living units and group homes.
 - d. **High Nutritional Risk (Persons)** – An individual who scores six (6) or higher on the Determine Your Nutritional Health (DYNH) checklist published by the Nutrition Screening Initiative.
 - e. **One (1) hour for Chore services.** Chore services offered include assistance with heavy housework, yard work or sidewalk maintenance for a person. Heavy housework may include but is not limited to cleaning oven and stove;

cleaning and defrosting refrigerator; moving light furniture to clean under and behind; vacuuming upholstery and under cushions, etc.;

- f. One (1) hour for Homemaker services. Homemaker services offered include assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. Light housework may include but is not limited to sweeping; vacuuming; mopping floors; washing dishes; cleaning bathroom; taking out garbage; dusting, etc.;
- g. One (1) hour for Personal Care services. Personal Care services offered include personal assistance, stand-by assistance, supervision or cues;
- h. One (1) contact for Information and Assistance – A service that (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site “hits” are to be counted only if information is requested and supplied.

The Older Americans Act Performance System (OAAPS) – A service that:

- Provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology;
 - Assesses the problems and capacities of the individuals;
 - Links the individuals to the opportunities and services that are available;
 - To the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures; and
 - Serves the entire community of older individuals, particularly –
 - Older individuals with greatest social need;
 - Older individuals with greatest economic need; and
 - Older individuals at risk for institutional placement.
- i. One (1) contact for Telephone Reassurance – services is also offered providing scheduled and periodic telephone calls to clients to make sure clients are healthy and safe.
 - j. One (1) contact for Outreach – intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.

- 7. **MULTI-DISCIPLINARY TEAM (MDT) MEETING.** Offerors are required to have on file within 30 days of the Notice to Proceed, a list of its current Multi-Disciplinary

Primary and Alternate Team Members. Offerors are then required to initiate "Multi-Disciplinary Team Meetings" to address complex issues as necessary.

8. **AWARENESS OF ELDER CONCERNS.** Offerors are required to ensure program personnel are aware of unresolved problems and concerns of clients and that the Program Manager will work with both internal and external resources and services to address the problems and concerns. The Program Manager is required to initiate a referral for the coordination of services in support of the clients requiring such services with respective Service Providers. A record book of clients' problems, concerns and MDT meeting summaries is also required to be maintained and made available upon request by DPHSS, DSC. The problems, concerns and MDT issues that remain unresolved and require the Government's attention are required by Offerors to be reported as an unmet need in the Monthly Program Summary. For each reported unmet need, the Program Manager is required to provide a succinct report as to the efforts made by the organization to address the unmet need.
9. **INFORMATION, REFERRAL AND ASSISTANCE.** Offerors are required to build into their program an Information, Referral and Assistance component and make a continuous effort to inform clients and their families regarding additional services and opportunities available. Offerors are required to initiate a referral for the coordination of services, i.e., housing, public benefits, and social security, for clients requiring such services with the respective Service Providers.
10. **CLIENTS' RIGHTS AND RESPONSIBILITIES.** Offerors are required to submit as part of this RFP their Title III-B Supportive Services compliant written procedures covering Clients' Rights and Responsibilities that include, at a minimum:
 - a. Compliance/Non-Compliance of policies, rules and regulations governing this program that respect and promote the interests, rights and values of all clients. The following rights shall be afforded to all clients of this program:
 - (1) The right to be fully informed in advance about each service provided and any changes that may affect the well-being of the client;
 - (2) The right to be fully informed orally and in writing in advance of individual's rights and obligations;
 - (3) The right to participate in planning and changing any service provided in this program, as applicable;
 - (4) The right to voice a grievance with respect to the services provided or that were failed to be provided, without discrimination or reprisal as a result of voicing such grievance;
 - (5) The right to confidentiality of records; and
 - (6) The right to have the property of clients treated with respect.
 - b. Grievance and Appeal Procedures for clients who are dissatisfied with or denied services under this program.

- c. Procedures to address the needs of independently functional and functionally impaired clients and provide a transition for clients requiring other services at the time of registering for this program.
 - d. A plan that ensures clients are provided an initial orientation and annual reminder of their Rights and Responsibilities for each contract year.
 - (1) For new clients, the orientation will take place upon assessment by the assigned CMS staff with annual reminders thereafter.
 - (2) Each client's acknowledgement of their initial orientation and annual reminder of their Rights and Responsibilities shall be documented and maintained in each client's CMS file maintained by the program.
 - (3) Offerors are required to develop a form that ensures the Rights and Responsibilities are clearly printed with the client or the authorized representative signing off on the document as well as the assigned CMS staff. Offerors are required to ensure this document is dated and is updated annually after the initial orientation is completed.
11. **OFFICE/FACILITY.** Offerors are required to provide the office/facility for IHS personnel, equipment and supplies to operate the IHS program. Offerors unless approved in writing otherwise by the DPHSS, DSC are to be responsible for the following:
- a. Ensure office/facility(ies) are approved by the DPHSS, DSC, as applicable.
 - b. Ensure this program prominently displays a sign outside of the facility approved by the DPHSS, DSC identifying the program's name, the awarded Offeror administering this program, DPHSS, DSC as the funding source of the program, hours of operation, and office telephone number(s).
 - c. Ensure office/facility(ies) complies with the Americans with Disabilities Act Amendments Act (ADAAA) requirements.
 - d. **Program Input.** Offerors are required to design a system that will allow clients or their family and caregiver an opportunity to express their thoughts on In-Home Services. The Executive or Program Director or designee is required to address each suggestion on weekly basis and provide feedback through a newsletter or open letter listing the suggestions received and the action taken, proposed action to be taken and the individual or organization responsible to address or respond to the suggestion presented.
12. **HOURS OF OPERATION.** Offerors are required to ensure office hours are provided from 8:00 a.m. to 5:00 p.m. Monday through Friday, except on the eleven (11) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam.

13. **SERVICE HOURS.** Offerors are required to ensure in-home services are provided in accordance with the client's Individualized Care Plan (ICP) which may require services to be provided on weekends and evenings. These services shall be consumer driven and not institution driven. Services are to be provided between 6:00 a.m. and 8:00 p.m. (**unless otherwise coordinated and authorized by CMS program**) Monday through Friday, except on the eleven (11) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam.
14. **TYPE OF SERVICES.** Offerors are required to provide a Title III-B compliant In-Home Services (IHS) which includes:
- a. **Chore Services (1 Hour)** – Performance of heavy household tasks provided in a person's home and possibly other community settings. Tasks may include yard work or sidewalk maintenance in addition to heavy housework. Heavy housework may include but is not limited to cleaning oven and stove; cleaning and defrosting refrigerator; moving light furniture to clean under and behind; vacuuming upholstery and under cushions, etc.
 - b. **Homemaker Services (1 Hour)** – Performance of light housekeeping tasks provided in a person's home and possibly other community settings. Tasks may include preparing meals, shopping for personal items, managing money, or using the telephone in addition to light housework. Light housework may include but is not limited to sweeping; vacuuming; mopping floors; washing dishes; cleaning bathroom; taking out garbage; dusting, etc.
 - c. **Personal Care Services (1 Hour)** – Assistance (personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs).
 - d. **Information and Assistance (1 Contact)** – A service that (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

A service that:

- Provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology;
- Assesses the problems and capacities of the individuals;
- Links the individuals to the opportunities and services that are available;

- To the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures; and
 - Serves the entire community of older individuals, particularly –
 - Older individuals with greatest social need;
 - Older individuals with greatest economic need; and
 - Older individuals at risk for institutional placement.
- e. Telephone Reassurance Services (1 Contact) – providing scheduled and periodic telephone calls to clients to make sure clients are healthy and safe.
- f. Outreach (1 Contact) - intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.
15. **PROVISION OF SERVICES.** In-Home Services (IHS) is the provision of promoting independent living by enabling the IHS client to remain in their homes for as long as possible.
- a. Offerors are required to provide services in accordance with the ICP authorized by the CMS Program.
- b. Offerors are required to review the ICP to ensure the following service information is properly provided to commence service:
- (1) Client service hours and service types;
 - (2) Client's consent for services; and
 - (3) Client's consent to exchange information between the IHS program and CMS program to ensure coordination and to provide periodic progress notes as indicated in the client's ICP.
- c. Offerors are required to ensure the total hours of service per client do not exceed that which is stated in the ICP.
- d. Offerors are required to schedule services according to the needs of the client and with their respective caregivers.
- e. Offerors in consultation and collaboration with the Program Manager of the CMS program, may adjust services in emergency situations.
- f. Offerors are required to ensure that services are intended to be provided on monthly intervals for up to 208 service hours per year per client.
- g. Offerors in coordination with the CMS program shall provide services to meet the unique needs of the clients which may, in the best interest of the

client, allow for the total service hours to be depleted prior to the anticipated 12-month service period, as applicable.

- h. Offerors are required to provide additional service hours, dependent on the service capacity of the IHS program. Additional service hours must be approved by the Program Manager of the CMS program in consultation with the Program Manager of the IHS program prior to being rendered.
- i. Offerors are required to submit to CMS program any services requested by clients that are not authorized in the ICP and are beyond the scope of the IHS program, for CMS disposition.
- j. Offerors are required to provide a categorical listing with an accompanying narrative documenting additional, unresolved or unmet needs identified by the IHS Worker(s), and reviewed, maintained, and submitted monthly by the IHS Program Manager to the CMS Program Manager and the DPHSS, DSC in the Monthly Program Summary.

16. **FILES, RECORDS MAINTENANCE, ACCESS AND CONFIDENTIALITY.** Offerors are required to ensure all client and program personnel files and records pertaining to the program, programmatic and financial, are accurate, complete and professionally maintained and made accessible to the DPHSS, DSC and its authorized representatives and are subject to audit, monitoring, and evaluation.

- a. **Confidentiality.** Offerors are required to ensure information obtained directly or indirectly from the client be kept confidential and not released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR 1321.51). [Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Subparts A and E of Part 164].
- b. **Client Files.** Offerors are required to ensure all client files remain confidential. Offerors are responsible to maintain and update individual client files in its central office. Offeror is required to make sure each individualized client file is contained in a firm pressboard folder and filed in chronological order by subject matter. Each client file shall have a typewritten label with the client's last name, first name and middle name, i.e., Doe, John Guam. Client files shall be retained for a period of three (3) years and shall include the client's initial referral from the CMS for services. Files are required to include evidence of the following:

- (1) Intake, Profile and Referral (IPR) Form and subsequent updates;
- (2) Individualized Care Plan (ICP):
 - (a) Initial Assessment;

- (b) Periodic Reassessments;
 - (c) Documentation of Medication Requirements;
 - (d) Documentation Certifying Special Meal Requirements, as applicable;
 - (e) Physician's Certification of Eligibility or Medical Clearances, as applicable; and
 - (f) Client's Evaluation Reports with applicable recommendations.
- (3) Determine Your Nutritional Health (DYNH) Checklist
 - (4) Copy of Power of Attorney, or a document of equal weight legally authorizing a person to sign on behalf of the older individual;
 - (5) Copy of Acknowledgement of Prioritization of Services (POS) Advisement;
 - (6) Authorization to receive Title III Aging Program services, as applicable;
 - (7) Acknowledgement of Client's Rights and Responsibilities;
 - (8) Copy of Health Clearance, renewed as applicable;
 - (9) Units of Service Record;
 - (10) Client's Progress Notes with applicable recommendations to the Case Management Services (CMS) Program;
 - (11) Copy of summary reports for clients who become inactive or are discharged for cause or terminated from program, as applicable;
 - (12) Documentation of counseling provided or meetings held regarding the client, as applicable
 - (13) Reports of accidents and incidents involving client, actions taken and resolution of each accident and incident, as applicable; and
 - (14) Other documents as deemed necessary by the DPHSS, DSC.

c. **Program Personnel Files.** Offerors are required to maintain and update individual program personnel files of each employee in its central office. Offeror is required to make sure each individualized personnel file is contained in a firm pressboard folder and filed in chronological order by subject matter. Each personnel file shall have a typewritten label with the employee's last name, first name and middle name, i.e., Doe, John Guam. Files shall include evidence of the following:

- (1) Completed Employment Application;
- (2) Current Tuberculosis (TB) Clearance or Medical Clearance shall be dated no earlier than 30 days prior to employment for new program personnel and renewed annually or as medically prescribed for current program personnel;
- (3) Current Food Facility (Guam Food Code) and Institutional Health Certificates issued by the Division of Environmental Health, DPHSS;
- (4) For current personnel: Original or Certified Copy of Police, Superior Court, U.S. District Court and Traffic Clearances shall be

updated every three (3) years or as changes occur to either of these four (4) documents;

- (5) For new personnel: Original or Certified Copy of Police, Superior Court, U.S. District Court and Traffic Clearances shall be dated no earlier than 90 days prior to employment;
- (6) Copy of High School Diploma or General Educational Development (GED);
- (7) Copy of current Cardiopulmonary Resuscitation (CPR) and First Aid certification, as applicable;
- (8) Documentation of current attendance at Annual Orientation of Title III and Title VII Aging Programs, Bureau of Adult Protective Services (BAPS), and the Aging and Disability Resource Center (ADRC) Project presented by DPHSS, DSC personnel;
- (9) Documentation of current Homemaker/Health Aide Certification for new personnel and Homemaker/Health Aide Re-Certification for current personnel;
- (10) Documentation of current attendance of Fire Extinguisher and Basic Fire Awareness Training, as applicable;
- (11) Documentation of continuing education, certifications, training and workshops, as applicable;
- (12) Acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278;
- (13) Acknowledgement of Service Provider's Drug/Smoke-Free Workplace Policy;
- (14) Acknowledgement of Service Provider's Equal Employment Opportunity Policy;
- (15) Acknowledgement of Service Provider's Standard Operating Procedures that includes an Emergency Management Plan;
- (16) Acknowledgement of Service Provider's Procurement Policies and Procedures, as applicable;
- (17) Reports of accidents and/or incidents involving program personnel affecting the care of clients or operation of the program and actions taken towards resolution;
- (18) Position Description;
- (19) Annual Work Plan and Job Performance Evaluation; and
- (20) Other documents as deemed necessary by the DPHSS, DSC (e.g. Guam Driver's License).

- d. **Client and Personnel Files.** Offeror is required to ensure documents are to be filed in the client and personnel files within three (3) working days of receipt of the document.

17. **IN-HOME SERVICES COORDINATION WITH CASE MANAGEMENT SERVICES.** Offerors are required to ensure the following services and activities, at a minimum, are provided and coordinated to meet the needs of clients:

- a. **Discharge of Clients.** Offerors are required to collaborate with the CMS Program for the discharge of clients from this program and shall include as part of the Monthly Statistical Report (MSR) and Monthly Program Summary (MPS) submitted to the DPHSS, DSC due to:
 - (1) Inactive Status – no services rendered for 30 days or more due to hospitalization, off-island, relocation, suspension, etc.
 - (2) Voluntary request to discontinue services.
 - (3) Termination – by death.
- b. **Clients Returning to Active Status.** Offerors are required to ensure that clients returning to active status shall be activated and coordinated with the CMS Program prior to program services being rendered and reported in the Monthly Statistical Report. If client is returning after hospitalization, a Physician's Certification shall be required to reinstate services indicating client is free from any communicable disease and is fit to receive in-home services.

18. **PROGRAM REPORTING REQUIREMENTS.** Offerors are required to comply with all Title III-B Supportive Services reporting requirement. Offerors are required to provide the DPHSS, DSC in a timely manner, with complete and accurate financial, statistical and other informational reports as required by the DPHSS, DSC to meet its planning, coordination, evaluation and reporting requirements (Ref. 45 CFR 1321.65 and 45 CFR 92.12). Offerors are required at a minimum to submit the following information:

- a. **Monthly Program Reports.** Offerors are required within five (5) working days upon receipt of a Notice to Proceed, to meet with DPHSS, DSC staff to conduct a page-by-page contract review which includes the review of the forms to be completed to be in compliance with the required program reporting requirements. Offerors are required to ensure all fiscal and statistical program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPHSS, DSC. The early submission of reports shall not guarantee immediate review and processing of the Monthly Program Reports.

Offerors are required to submit Monthly Program Reports with transmittal page signed by the Executive or Program Director and Program Manager shall be complete, accurate, and received by the DPHSS, DSC in the format provided *and are required to include:*

- (1) Transmittal Page
- (2) Monthly Program Invoice (MPI)
- (3) Expenditures Report by Object Class and Sub-Categories
- (4) Expenditure Report of Personnel Costs
- (5) Program Income Report (response required) to include:

- (a) Service Contributions (Donations and Gifts)
 - (b) Grant Opportunities
 - (c) In-Kind Contributions
- (6) Program Income Expenditures Report by Object Class and Sub-Categories
- (7) Accounts Receivable Activity Report
- (8) Monthly Statistical Report to include:
 - (a) Client Count
 - (b) Clients' Ethnicity
 - (c) Clients' Citizenship
 - (d) Clients' Activity
 - 1) Waiting List
 - 2) Partial Services List
 - (e) Units of Service
 - (f) Volunteer(s)
 - (g) Client Program Specific Profile
 - 1) Number of Missed Scheduled Visits (By Client)
 - 2) Number of Telephone Reassurance Calls (Per Call)
 - 3) Number of Visits Prompted by Missed Telephone Reassurance Calls
 - (h) Discharge of Clients (over 30 days no activity)
 - 1) Deceased
 - 2) Hospitalization
 - 3) Off-Island (vacation, medical, etc.)
 - 4) Relocation (change of permanent residence)
 - 5) Request to Discontinue Services
 - 6) Suspension
 - 7) CMS Reassessment
 - (i) Older Americans Act Performance System (OAAPS) (<https://oaaps.acl.gov/welcome>) Clients Profile – General Characteristics of Clients Receiving Registered Services to include:
 - 1) Age of Clients with range of 60-74; 75-84; and 85 and older
 - 2) Gender
 - 3) Income Below Poverty
 - 4) Clients by Race
 - 5) Clients by Ethnicity
 - 6) Breakdown of Clients by Age and Number of Impairments in Activities of Daily Living (ADL) and Impairments in Instrumental Activities of Daily Living (IADL)
- (9) Monthly Program Summary (MPS). Provide a narrative report that includes the following:
 - (a) New Activities

- 1) Workshops, Conferences, Presentations and Training attended by program personnel, volunteers and student interns (include names of program personnel, volunteers and student interns, dates, titles, presenters and locations)
- 2) Suggestions from Clients (Surveys/Suggestion Box)
- (b) Program Personnel Accomplishments. Provide a narrative highlighting the purpose and/or impact and benefit of the activity facilitated to include results achieved by the program personnel, volunteers and student interns:
 - 1) Workshops, Conferences, Presentations and Training facilitated by this program to increase program awareness (include dates, titles, presenters and locations)
 - 2) Grants applied for or awarded to this program
- (c) Program Accomplishments. Provide a narrative and quantitative information highlighting the results achieved by the Service Provider:
- (d) Partial Services List (response required) to include the estimated cost to address
- (e) Waiting List (response required) to include the estimated cost to address
- (f) Terminated Cases (response required)
- (g) Categorical Listing of Unmet Needs (response required)
- (h) Complaints, Problems and Concerns and Proposed Solutions:
 - 1) From Clients (to include Services Provided)
 - 2) From Program Personnel (to include Services Provided)
 - 3) Regarding Services Provided
 - 4) Regarding Facilities and Equipment
- (h) Plans for Next Month:
 - 1) Program Personnel and Volunteers Training Plan
 - 2) Program and Management Plan
 - a) Identify changes in administrative policies and/or procedures to improve program operations
 - b) Presentation and Outreach Plan
 - 3) Advisory Council Meetings (response required with copy of meeting agenda and minutes as applicable)
 - 4) Multi-Disciplinary Team (MDT) Meetings (response required with copy of meeting agenda and minutes as applicable)
 - 5) Program Personnel Meetings (response required with copy of meeting agenda and minutes as applicable)

- (10) **Offerors are required to submit Active Client Listing.** Current year-to-date list of clients in alphabetical order containing the following information:
- (a) ADRC Client Identification Number
 - (b) Name of Client (Last, First, Middle Name)
 - (c) Date of Birth
 - (d) Age
 - (e) Gender
 - (f) Ethnicity (OAAPS category)
 - (g) Race (i.e., Chamorro, Filipino, Korean, etc.)
 - (h) Citizenship
 - (i) Current Status (New, Active, Inactive or Terminated)
- (11) **Offerors are required to submit Terminated Client Listing.** Current year-to-date list of clients in alphabetical order containing the following:
- (a) Name of Client (Last, First, Middle)
 - (b) Date of Birth
 - (c) Date of Termination
 - (d) Reason for termination, i.e., Death, Moved Away, etc.
- (12) **Offerors are required to submit Monthly Program Reports.**
- (a) **Within 10 Days.** The Monthly Program Reports are due no later than 3:00 p.m. ten (10) working days after the end of each reporting month, with the exception of the end of the Fiscal Year (September) or end of contract (expiration, termination, or cancellation) reports.
 - (b) **Within 5 Days.** The end of Fiscal Year (September) or end of contract (expiration, termination, or cancellation) reports are due, no later than 3:00 p.m. five (5) working days at the end of the month being reported on, or the date the contract ends. In the event the contract ends during a month, please note it is five (5) working days, from the date the contract ends, i.e., pro-rata.

Timely submission of Monthly Program Reports is required because DPHSS has reporting requirements it needs to meet as well.

- (13) **Offerors are required to submit Evidence of Payment.** Offerors are required to ensure a copy of receipt of payment for services through Electronic Funds Transfer (EFT) or copies of checks and/or check stubs to confirm payment of program invoices are provided to the DPHSS, DSC within twenty-four (24) hours of receipt.
- b. **Submission of End of Fiscal Year (September) and/or End of Contract (expiration, termination, or cancellation) Program Reports.** The end of Fiscal Year (September) and/or end of contract (expiration, termination, or

cancellation) reports in addition to the other Monthly Program Report information, will contain the following:

- (1) Release of Claims Statement;
- (2) Non-Expendable Property Inventory Listing shall be certified by its certifying officer to include:
 - (a) Date of Purchase, Lease or Donation;
 - (b) Item Description;
 - (c) Make/Model;
 - (d) Serial Number;
 - (e) Unit Cost;
 - (f) Indicate whether purchased, leased, or donated
 - (g) Indicate whether purchased or leased with Program Funds or Program Income;
 - (h) Physical Location of Item/Object;
 - (i) Condition of Item/Object; and
 - (j) Percentage of Program Usage of Item/Object.
- (3) Listing of all program personnel reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of program personnel. The list provided by the Offerors shall include traffic citations and violations.
- (4) Listing of bank accounts, including checking and savings, of funds from this program including information of activities, from which the funds were generated, authorized signatures and current balances, as applicable.
- (5) **Offerors are required to submit Financial Statement Report.** Offerors are required to ensure that a Financial Statement Report generated from an automated Accounting System is included in the submittal. The Financial Statement Report shall include all revenues, expenditures, accounts receivables, and accounts payable, and changes in fund balance for individual accounts maintained for this program.

c. **Non-Expendable Property Under \$5,000.00 in Value:**

- (1) Offerors are required to maintain an Equipment Logbook for this Program listing all non-expendable equipment under Five Thousand Dollars (\$5,000.00) purchased through program funds, including furniture, appliances, and its' current condition. Any equipment removed from this program shall be recorded in the logbook stating the date, reason and person removing the equipment.
- (2) Offerors are required to physically inventory the property at least once every year, adequately safeguard all such property and ensure

- it is used solely for authorized purposes. Any personal use of the property by members of the Offerors organization are not permitted.
- (3) All equipment within this program shall be kept in good condition and be properly secured when not utilized. Equipment not being used is required to be removed and surveyed back to the DPHSS, DSC for their final disposition.
 - (4) All broken, yet still usable equipment shall be assessed for repairs, and if possible, is required to be repaired and immediately returned to this program. Any equipment deemed irreparable is required to be documented on the inventory, listing the date and method of disposal.
 - (5) A copy of the inventory for this program is required to be maintained in the central office and is subject to review by the DPHSS, DSC.

d. **Reporting of Non-Expendable Property \$5,000.00 or Greater in Value:**

- (1) Offerors are required to maintain a Non-Expendable Property Inventory Listing that is required to be submitted yearly to the DPHSS, DSC. The Non-Expendable Property Inventory Listing shall include all property Five Thousand Dollars (\$5,000.00) or greater in value acquired as a result of providing services under this program. All newly acquired property during the current contract period is to be added to the listing.
- (2) Offerors are required to physically inventory the property at least once every year, adequately safeguard all such property and ensure that it is used solely for authorized purposes. Any personal use of the property by members of the Offerors organization is not permitted.
- (3) Offerors are required, upon purchase or lease of Non-Expendable Property, to provide the DPHSS, DSC a copy of all invoices or lease agreements, or other contractual agreement partially or fully paid with funds received under the Agreement. The copy is to be attached to the monthly Expenditures Report and is only for non-expendable property with a unit cost of Five Thousand Dollars (\$5,000.00) or greater. Offerors are required to report the capital equipment in the Non-Expendable Property Inventory Listing.
- (4) **Ownership of Leased Non-Expendable Property.** In cases where ownership of previously leased non-expendable property exceeding Five Thousand Dollars (\$5,000.00) is conveyed to the Offeror for specific use of this Program, through purchase, gift or other means, the equipment becomes the property of the DPHSS, DSC. Offerors are required to report the capital equipment in the Non-Expendable Property Inventory Listing.
- (5) **Disposal of Non-Expendable Property.** Any equipment purchased or acquired through funds under the Agreement exceeding Five Thousand Dollars (\$5,000.00) in value shall be accounted for and disposed of in the following manner:

- (a) Submit a Request for Property Survey listing all Non-Expendable Property that is usable but no longer needed, unusable but repairable or is beyond repair to the DPHSS, DSC.
- (b) A recommendation for disposition of the property shall be provided by the DPHSS, DSC and forwarded to the Offeror. The equipment is to be removed from the Non-Expendable Property Inventory Listing only after disposition has been (1) approved and (2) physically removed from the Service Provider's premises to the designated location identified by the DPHSS, DSC.

VIII. PRIORITIZATION OF SERVICES

Guam SOA, DPHSS, DSC recognizes the unique situation in which the demand for services may outweigh the available resources. Therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA:

1. Purpose. When demand outweighs resource, the Offeror shall request from the Guam SOA for the activation of the Prioritization of Services. In addition to the request to activate the Prioritization of Services, the Offeror shall also state what it would take to address the wait-list to include projected cost to address the wait-list.
2. Need. Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor as to who will receive services from this program.
3. Procedures. When the Offeror receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals.

Upon receiving approval to proceed with the activation of the Prioritization of Services or is guided by the Guam SOA otherwise, the Offeror shall act according to the response provided by the Guam SOA.

In the event the decision is to activate the Prioritization of Services, the guide provided will be used to determine of all registered clients in the program, the ranking order of the clients in greatest socio-economic need with the client listed as number 1 being the first client to receive services.

The Prioritization of Services scale will be based on a point system in three (3) focal areas, the older individual's: (1) mobility, (2) degree of existing support system, and (3) housing condition.

Activities of Daily Living (ADL) – The inability to perform one or more of the following six Activities of Daily Living without personal assistance, stand-by assistance, supervision or cues: <i>eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA.

Greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure
2	Wheelchair users	Minimal support; but not regularly available	Semi-concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

After applying the Prioritization of Services (POS) and the demand for services still outweigh the available resources the Offeror is required to advise the Guam SOA who will provide additional guidance and direction to the Offer as to other variables and/or conditions to assess to reduce the demand to meet the available resources. At the time of the initial assessment, clients, to include their caregivers, will be informed that when the prioritization of services is implemented and the client is not determined to be in greatest social and economic need, upon written notification, they would be removed from the program until such time a slot is open and they are identified, after all clients have been re-prioritized, that they are determined to be next qualified to be re-instated into the program. There shall be a 30-day transition period for clients removed from the program.

4. The catalyst for the POS to be activated by the Guam SOA is dependent on the Guam SOA receiving official notification from the Offeror that all vacancies are filled, there are no funds available for reprogramming to address the waitlist, and there are clients on the wait list for over 30 calendar days. The Offeror is required to provide written notification and state the cost to provide services to those on the waitlist and partial services list as well as the cost to provide services to additional clients for the remainder of the contract year.
5. When the Offeror receives notification from the Guam SOA to activate the application of the (POS) point system, the entire list of eligible clients will be ranked. The entire list is defined as all who are receiving services, those on a partial or waiting list, as well as new referrals. The Offeror is required to advise all Case Management Services (CMS) clients of this provision which will also be documented in each case file.
6. In the event the Offeror implements the POS absent the notification from the Guam SOA, the Offeror's Monthly Program Invoice (MPI) shall be reduced by 25% for non-compliance with this provision of the agreement.

IX. PROGRAM PERSONNEL RESPONSIBILITIES, REQUIREMENTS, CERTIFICATION AND TRAINING

1. Offerors are required to ensure all services and activities provided by program personnel are performed in a professional, courteous, culturally sensitive, safe and caring manner. Offerors are required to ensure employees are trained to proficiency in Title III and Title VII Aging programs.
 - a. **Executive or Program Director.** The Executive or Program Director is required to be responsible for the overall management of this program, unless otherwise directed by DPHSS, DSC, and shall possess the experience, knowledge and skills to accomplish the objectives of the program:
 - (1) *Master's* degree in social work, human services, or gerontology with a background in business administration or equivalent work experience, knowledge and skills in services affecting the elderly, with seven (7) years of administrative and supervisory experience in program management, or *Bachelor's* degree in social work, human services, or gerontology with a background in business administration or equivalent work experience, knowledge and skills in services affecting the elderly, with 10 years of administrative and supervisory experience in program management; and
 - (2) Eight (8) years of demonstrated work experience in the following areas:
 - (a) planning and developing the delivery of program services; and

- (b) conducting program evaluations and in reviewing; updating, and implementing standards of operations; and
 - (c) fiscal management and budgeting; and
 - (d) preparing reports and maintaining accurate records; and
 - (e) contractual compliance resulting in an efficient, effective, and accountable delivery of program services; and
 - (3) Five (5) years of demonstrated work experience in the following areas:
 - (a) resource development and establishing community partnerships that result in the enhancement, expansion, and refinement of program services; and
 - (b) advisory group collaboration and relations; and
 - (c) personnel management, training and program personnel development including volunteers and student interns; and
 - (4) Shall not hold an executive position within the organization's Board or equivalent.
- b. **Program Manager.** The Program Manager is required to ensure the daily operations of the In-Home Services program are performed in accordance with the program specifications and shall the following:
- (1) *Bachelor's* degree in social work, human services, or gerontology with a background in business administration or equivalent work experience, knowledge, and skills in services affecting the elderly, with five (5) years of administrative and supervisory experience in program management; and
 - (2) Five (5) years' work experience in the following areas:
 - (a) refining, developing, implementing and conducting training, and coordinating resources that address the physical, social, psychological, economical, educational and recreational aspects of aging that promote services and provide opportunities that are responsive to the needs of the target population being served; and
 - (b) demonstrated ability in seeking alternative funding opportunities in grants and similar resources; and
 - (c) maintaining, compiling, writing complete and accurate program records, financial reports, program reports, statistical reports, data analysis resulting in recommendations for program refinement and enhancement reflective of the data derived from the target population; and
 - (3) Three (3) years' work experience in the following areas:
 - (a) evaluating program personnel, volunteers and student interns and program effectiveness, efficiency and accountability to ensure compliance with the program's objectives; and

- (b) conducting program personnel, volunteer, and council training, supervision and program development; and
- (4) Two (2) years demonstrated ability in accessing and developing resources and services responsive to the needs of the target population to be served;
- (5) Additional responsibilities include, but are not limited to the following:
 - (a) collaborate with Title III Aging network providers and programs, as appropriate and upon notification, any changes in a client's physical condition, environment, or behavior, and reassess the client's service requirements, as practicable;
 - (b) collaborate with the Case Management Services (CMS) Program to address any changes to the client's condition and service requirements:
 - 1) implement and ensure that the Individualized Care Plans (ICPs) are adhered to by program personnel;
 - 2) ensure that client evaluations are conducted, as needed, to monitor changes in their conditions and make written recommendations to the CMS Program for adjustments to clients' ICPs, when necessary;
 - 3) transition clients who are inactive or terminated from the program, including inappropriate or alternate placements, to include input from the client and/or families/caregivers or legal representatives, and prepare summary reports on these cases; and
 - 4) ensure referrals are initiated with the appropriate Service Providers for clients requiring additional services, including follow-up inquiries to ensure that services are provided.
 - (c) demonstrate a continuous effort to improve operations, work processes, activities, and quality of service;
 - (d) develop and implement activities and services responsive to the needs of the clients in accordance with the clients' ICPs;
 - (e) coordinate with the DPHSS, DSC Bureau of Program Administration and Development (BPAD) to ensure program personnel are registered as users of the Guam Aging and Disabilities Resource Center (ADRC) Information System or equivalent, and ensure program personnel record all client activities in the ADRC Information System. Additionally, notify the Guam ADRC and DPHSS, DSC, BPAD within 24 hours of program personnel separating from this Program;
 - (f) ensure that staff, volunteers and student interns possess the necessary training and certifications and make recommendations to the DPHSS, DSC for training to enhance staff development;

- (g) provide a listing of terminated cases on a monthly basis to the appropriate Title III Aging Program Service Provider and be reported to the DPHSS, DSC in the Monthly Program Summary;
- (h) report immediately all suspected cases of abuse of a client to Bureau of Adult Protective Services (BAPS) and document the report in the client's file; and
- (i) obtain price quotations for any contractual services, supplies and/or equipment needed for the operations of this program.

c. **In-Home Services (IHS) Regional Supervisors.** The In-Home Regional Supervisors are required to schedule and assign clients for In-Home Services while ensuring services are performed in accordance with these program specifications and shall possess the experience, knowledge and skills to accomplish the service objectives, to include but not limited to the following:

- (1) Report directly to the Program Manager (PM) and is responsible to collect, prepare and input data in compliance with reporting requirements for their respective region to be reviewed and cleared by the PM;
- (2) Supervise the daily operations and activities of the In-Home Services Workers assigned to their region;
- (3) Receive and review clients to be authorized to receive In-Home Services to ensure program compliance and that the client has met all admission requirements;
- (4) Monitor daily client schedules, assists in the planning and designing of client services with the approval of the client or the client's authorized representative or caregiver;
- (5) Respond and resolve client concerns/inquires;
- (6) Conduct periodic field observation of staff to ensure quality performance of services is compliant with contractual requirements, policies and procedures;
- (7) Observe, document and report on the Client's Progress Notes any changes in the client's physical condition, environment, behavior, or the way the client performs Activities of Daily Living, for placement in the client's file and forward staff Progress Notes to CMS with a copy to the IHS PM;
- (8) Ensure that IHS Workers strictly adhere to clients' Individualized Care Plans (ICPs); and
- (9) Report immediately all suspected cases of abuse of a client to the Bureau of Adult Protective Services (BAPS) and document the report in the client's file.

e. **In-Home Services (IHS) Worker(s).** The IHS Worker(s) are required to strictly adhere to the Individualized Care Plan (ICP) established by and received from Case Management Services (CMS) Program to ensure an

effective coordination of service delivery. Adjustments to the Individualized Care Plan (ICP) shall be approved in writing by the Program Manager (PM) of the CMS Program. The IHS Worker(s) shall:

- (1) Conduct activities in pairs when servicing the homes of clients, where necessary;
 - (2) During any activity in which they have physical contact with the elderly, apply proper techniques learned during the Homemaker/Health Aide Certification;
 - (3) With written consent from the client or client's legal representative, and as provided for in the ICP, shall conduct errands such as buying food and medication and paying bills only when there is no family member available. Errands shall be performed the same day as requested and shall be documented in the clients' file;
 - (4) Not administer any medication prescribed to the client unless licensed to do so;
 - (5) Report immediately all suspected cases of abuse of a client to Bureau of Adult Protective Services (BAPS) and document the report in the client's file;
 - (6) Ensure proper methods and techniques of food handling and sanitation is adhered to;
 - (7) Be prohibited from transporting the client under any condition, but shall assist the client in arranging for transportation as needed; and
 - (8) Be prohibited from smoking inside and outside the client's home and from loitering around the home prior to and upon completion of their duties.
2. Offerors are required to ensure the following requirements be met by all program personnel prior to employment and be current, not expired or outdated, while employed with this Program.
- a. The following requirements are required to be met by all program personnel **prior to their employment** with this program:
- (1) Completed Employment Application;
 - (2) Current Tuberculosis (TB) Clearance or medical clearance (as applicable) shall be dated no earlier than 30 days prior to employment;
 - (3) Current Food Facility (Guam Food Code) and Institutional Health Certificates issued by the Division of Environmental Health, DPHSS;
 - (4) Original or Certified Copy of Police, Superior Court, U.S. District Court and Traffic Clearances for new program personnel shall be dated no earlier than 90 days prior to employment;
 - (5) Possess a High School Diploma or possession of General Educational Development (GED) from a recognized institution, or a

higher degree from a recognized and accredited institution of higher learning as required for the position with this program;

- (6) Possess a current Guam Driver's License, as applicable;
- (7) **Within 30 Days of Employment.** Attendance at Annual Orientation of Title III and Title VII Aging Programs, Bureau of Adult Protective Services (BAPS) and Aging and Disability Resource Center (ADRC) Project presented by DPHSS, DSC personnel and annually within the first month of each fiscal year;
- (8) **Within 30 Days of Employment.** Homemaker/Health Aide program certification and shall remain current and not expired (re-certification) throughout their employment;
- (9) **Within 30 Days of Employment.** Cardiopulmonary Resuscitation (CPR) and First Aid Certification and shall remain current and not expired throughout their employment; and
- (10) Other documents as deemed necessary by the DPHSS.

b. The following requirements are to be met and maintained current by all program personnel **throughout their employment** with this program:

- (1) Current Tuberculosis (TB) Clearance or medical clearance to be renewed annually or as medically prescribed;
- (2) Current Food Facility (Guam Food Code) and Institutional Health Certificates issued by the Division of Environmental Health, DPHSS;
- (3) Original or Certified Copy of Police, Superior Court, U.S. District Court and Traffic Clearances shall be updated every three (3) years or as changes occur to either of these four (4) documents;
- (4) Possess a current Guam Driver's License, as applicable;
- (5) Documentation of current attendance at Annual Orientation to Title III and Title VII Aging Programs, Bureau of Adult Protective Services (BAPS) and Aging and Disability Resource Center (ADRC) Project presented by DPHSS, DSC personnel shall be met within the first month of each fiscal year;
- (6) Current Homemaker/Health Aide program certification or re-certification;
- (7) Current Cardiopulmonary Resuscitation (CPR) and First Aid Certification;
- (8) Documentation of current attendance of Fire Extinguisher and Basic Fire Awareness Training;
- (9) Other documents as deemed necessary by the DPHSS, DSC.

c. **Under no condition shall an applicant be accepted or an employee retained for this program if:**

- (1) He/she has been convicted of a felony; or
- (2) He/she has been convicted of a drug or alcohol offense.

d. **Offerors are required to ensure that all program personnel abide by the following:**

- (1) Proper methods and techniques of food handling and sanitation are observed;
- (2) Transporting of clients is prohibited under any conditions, but program personnel shall assist the client in arranging for transportation as needed;
- (3) Smoking by program personnel is permissible at designated smoking areas only. When outdoors, program personnel are prohibited from smoking when they are in contact with or in close proximity and visible to clients; and
- (4) Program personnel shall report immediately all suspected cases of abuse of a client to the Bureau of Adult Protective Services (BAPS) and document the report in the client's file.

X. ADMINISTRATIVE REQUIREMENTS

1. **FUNDING REQUIREMENT.** Funds received for this program shall be spent in support of this program and not on Board activities.
2. **APPROVED BUDGET.** Offerors are required to ensure funds are expended in accordance with DPHSS, DSC approved budgetary breakdown by object category. Any changes to the approved budget shall be reviewed and approved by DPHSS, DSC. Any expense that deviates from the approved budget may be categorized an unauthorized expense and may be the responsibility of the offeror.
3. **REQUESTS FOR PROGRAM RESPONSE.** Offerors are required to provide program responses, as requested by DPHSS, DSC within five (5) working days unless otherwise specified in the request. Additional inquiries to the information requested shall be submitted as specified by the DPHSS, DSC and includes but is not limited to information presented or omitted in the Monthly Program Report.
4. **MANAGEMENT PERSONNEL.** Offerors are required to be knowledgeable of the provisions of this RFP with the DPHSS, DSC and be provided copies of the contract awarded under this RFP and the program budget. Offerors are required to report the absence of the Executive or Program Director, Program Manager or other key personnel for more than three (3) consecutive days, the report shall be in writing to the DPHSS, DSC within two (2) working days prior to its effective date and the anticipated duration of the appointment. Offerors are required within five (5) working days upon Notification to Proceed to submit a list naming the person(s) authorized to act on their behalf and their position title(s), and a list of position titles the Offeror acknowledges as key personnel of this Program. In the event of an emergency, the Offerors are required to notify the DPHSS, DSC who will be in charge during their absence with written notice submitted by 10:00 a.m. the next working day.

5. **PROGRAM PERSONNEL MEETINGS.** Offerors are required to ensure program personnel meetings are conducted quarterly to keep program personnel informed of changes in the program, and shall be open to the DPHSS, DSC. Offerors are required to provide written notice of the meeting date, time, place, and agenda to the DPHSS, DSC within five (5) working days prior to the commencement of the meeting. Unless specifically requested earlier, copies of the meeting minutes shall be included in the Monthly Program Summary.
6. **ACTIVITIES OF PROGRAM PERSONNEL.** Offerors are required to:
 - a. Ensure that its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)].
 - b. Ensure the Offeror or its employees do not identify the Title III Aging Program or the provider with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].
 - c. Report in writing to the DPHSS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement, by their employees which affects the program.
7. **COMPLAINTS, PROBLEMS AND CONCERNS:** Offerors are required to address non-urgent complaints, problems and concerns of program clients and document their efforts in dealing with the matter which shall be reported in the Monthly Program Summary.
 - a. Offerors are required to immediately notify DPHSS, DSC of any urgent complaints, problems, and concerns, with written communications submitted within four (4) hours to DPHSS, DSC.
 - b. Offerors are required to promptly investigate complaints, problems and concerns regarding staff's conduct and shall provide a written report to the DPHSS, DSC within three (3) working days of the date the complaint was made.
 - c. Offerors are required to report in writing to the DPHSS, DSC complaints, problems, and concerns they addressed for the reporting month and the status of each.
8. **ACCIDENTS AND INCIDENTS.** Offerors are required to ensure all accidents and incidents involving injury to individuals and/or damage to property (i.e., vehicle, facility, etc.) is reported to the DPHSS, DSC as soon as possible with written

communication containing the facts submitted no later than the following work day of the accident or incident. An Incident Report and copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident or incident shall be submitted to the DPHSS, DSC no later than the next working day following its receipt by the Offerors.

9. **VOLUNTEERS AND STUDENT INTERNS.** Volunteers and student interns are authorized and encouraged within Title III programs. Offerors are required to recruit and train volunteers and student interns. The volunteers and student interns shall retain applicable licenses, and certifications to properly execute their assignments with the program while safeguarding the health and safety of the clients, and the integrity of the program (Ref. P.L. 25-38).
 - a. **Liability Protection for Volunteers** (Ref. P.L. 25-38, Chapter 16, Division 2, Title 7, Section 16103). Unless otherwise provided by law, no volunteer of a non-profit offeror or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the Offeror or entity if:
 - (1) the volunteer was acting within the scope of the volunteer's responsibilities in the non-profit offeror or governmental entity at the time of the act or omission;
 - (2) the appropriate or required volunteer was properly licensed, certified or authorized by the appropriate authorities for the activities or practice on Island, in which the harm occurred, where the activities were, or practice was undertaken, within the scope of the volunteer's responsibilities in the non-profit offeror or governmental entity;
 - (3) the harm was not caused by the willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer; and
 - (4) the harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft or other vehicle for which the operator or the owner of the vehicle, craft or vessel is required to:
 - (a) possess an operator's license; or
 - (b) maintain insurance.
 - b. Offerors are required to provide each volunteer and student intern a written job description listing their specific duties and responsibilities.
 - c. Offerors are required to maintain a log showing the names, dates and the total number of hours worked by each volunteer and student intern, subject to review by the DPHSS, DSC. The total number of volunteer and intern hours worked shall be reported in the Monthly Statistical Reports.

10. **PROGRAM PERSONNEL, VOLUNTEERS AND STUDENT INTERNS IDENTIFICATION.** Offerors are required to issue, within 30 days of award, each program personnel, volunteer, and student intern a photo identification card that shall be worn in clear view while on duty. The identification card shall include, at a minimum: the name of the offeror; name of program; name of program personnel, volunteer or student intern; and their work identification number.
11. **CLIENT SURVEY.** Offerors are required to conduct a client survey to gauge clients' perceptions of services rendered by Offeror for this Program. At a minimum, the survey should identify unmet needs, provide corrective actions where applicable to the survey findings that merit such responses, and compare prior survey results with current findings to provide evaluative conclusions for planning and programming purposes. The survey results (report) are required to be completed and submitted to the DPHSS, DSC no later than July 31st preceding September 30th of each contract term.
12. **ADVISORY COUNCIL MEETINGS.** Offerors are required to establish and maintain an Advisory Council that meets quarterly to provide guidance to the Executive or Program Director and Program Manager on services and policies affecting the operation of this program. The meetings shall be open to the public. Written notice of the meeting date, time, place and agenda shall be reported in the Monthly Program Summary. Unless specifically requested earlier, copies of the meeting minutes shall be included in the Monthly Program Summary.
 - a. More than fifty percent (50%) of the Advisory Council members shall be older persons, including minority individuals who are participants or who are eligible to participate in Title III programs (Ref. 45 CFR, 1321.57). However, an appointed member of the Guam Council on Senior Citizens and any Vendor providing direct or indirect services for this program shall not serve as a member of the Offeror's Advisory Council. The Advisory Council is required to consist of the following:
 - (1) Representatives of older persons;
 - (2) Representatives of health care provider organizations, including providers of veterans' health care (if appropriate);
 - (3) Representatives of supportive services providers organizations, including Title III providers, Public Health Nursing and organizations who assist persons who have a disability;
 - (4) Persons with leadership experience in the private and voluntary sectors;
 - (5) Local elected officials; and
 - (6) The general public.
 - b. Offerors are required to provide the meeting venue, administrative support services and submit program progress reports and client suggestions to the Advisory Council. Offeror's Board of Directors or paid program personnel

shall not serve in the capacity of Advisory Council members. The Executive or Program Director, Program Manager and a representative of the Board of Directors are required to attend and contribute to the meetings. At the initial meeting, at a minimum, the Advisory Council is required to elect a President, Vice President and Secretary from their members.

- c. The Advisory Council is required to recommend and advocate for changes in policies and functions to the offeror's Board of Directors that promotes the maximum development of this program.
- d. Offerors are required to submit to DPHSS, DSC by October 31st of every program year or within 30 days of award, a list of its Advisory Council members, to include identification of Council Officers, as applicable. Any subsequent changes to Council membership shall be reported in the Monthly Program Summary.
- e. Offerors are required not to employ or enter into an agreement with any person serving on its Advisory Council, Board of Directors or its equivalent so as to ensure there is no conflict of interest.

XI. PROGRAM MONIES. Offerors are required to establish as part of their SOP, written procedures that safeguard and account for all contributions, donations, and fundraising activities in support of the program. All funds generated, received and expended are required to be reported on the Monthly Program Report submitted to the DPHSS, DSC.

- 1. **Service Contributions.** Offerors are required to provide each eligible client with an opportunity to voluntarily contribute to the cost of the program, a service contribution is defined in 45 CFR Part 1321.67 (Service Contribution). Offerors are required, in keeping with 45 CFR Part 1321.67, to clearly inform each eligible client that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible client with respect to the client's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible client shall be denied a service because the eligible client will not or cannot contribute to the cost of the service. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
- 2. **Program Income.** *Program Income* means gross income received by the grantee or sub-grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "*During the grant period*" is the time between the effective date of the award and the ending date of the award reflected in the final financial report. Offerors are required to refer to 2 CFR Part 200 (OMB Super Circular) and 45 CFR Part 92.25 and 45 CFR Part 1321.67. The Offeror shall safeguard Program Income generated in support of this program, accounting for all funds in keeping with 2 CFR Part 200 and 45 CFR Part 92.25

and 45 CFR Part 1321.67. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.

3. **Grant Opportunities.** Offerors are encouraged to apply for grants (Federal, local, foundation based, etc.) to enhance and/or expand the program. Notice of applications for grants and awards thereof are required to be reported to the DPHSS, DSC upon the Offerors being notified by the awarding entity. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
4. **In-Kind Contributions.** Offerors are required to document all in-kind contributions provided in support of this program. This information shall be reported in the Program Income Report submitted to the DPHSS, DSC.
5. **Unexpended Program Monies.** Service Contributions and Program Income Funds are required to be expended within the current contract period of each fiscal year (Funds). Funds not expended within each fiscal year will be used to reduce the offeror's monthly invoiced amount. In the event this program contract is terminated, not renewed or expires, all unexpended Funds shall be due within five (5) working days, payable to the DPHSS, DSC or to the new provider, or to a named payee as directed by the DPHSS, DSC. In the event unexpended Funds is not forwarded, the Offeror's final invoice shall be reduced by DPHSS, DSC as an offset in an amount equal to the Funds not paid to the DPHSS, DSC or to the new provider, as directed by DPHSS, DSC.

XII. AUDIT REQUIREMENTS – 45 CFR PART 75 §75.501

- (a) **Audit Required.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part.
- (b) **Single Audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 75.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 75.507. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

- (d) Exemptions when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 75.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payment received for goods or services provided as a contractor are not Federal awards. Section 75.351 sets forth the consideration in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. Contractors is to ensure that the procurement, receipt, and payment for goods and services comply with Federal Statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also § 75.352.
- (i) Recipients and subrecipients that are commercial organizations (including for-profit hospitals) have two options regarding audits:
 - (1) A financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4) of a particular award in accordance with Government Auditing Standards, in those cases where the recipient receives awards under only one HHS program; or if awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or
 - (2) An audit that meets the requirements contained in this subpart.

- (j) Commercial organizations that receive annual HHS awards totaling less than \$750,000 are exempt from requirements for a non-Federal audit for that year, but records must be available for review by appropriate officials of Federal agencies.
- (k) See also § 75.216.

XIII. SPECIAL PROGRAM TERMS AND CONDITIONS. *The terms and conditions of this procurement are subject to modification in keeping with any changes in Federal statutes or regulations, a material change in local law, organization, policy, or State Agency operations.*

1. **PUBLIC RECORD.** The DPHSS, DSC shall assume without a specific written designation that all elements of the proposal are a matter of public record.
2. **COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.** Offerors agree to comply with all applicable laws, rules, regulations and policies of both the United States Government and the government of Guam.
3. **GRANTOR RECOGNITION.** Offerors are required to ensure recognition of the role of the Federal grantor agency in providing services. When a press release is issued or interview is given for any activity funded in whole or in part through this RFP, reference shall be given as to the funding source and funding agency. Offerors are required to prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPHSS, DSC to include all activities, facilities, and items utilized pursuant to this procurement. For example, *"This project is made possible through funds under Title IIIB Older Americans Act of 1965, as amended, administered by the Department of Public Health and Social Services, Division of Senior Citizens."* All advertisements by the Offeror about the program shall be submitted to the DPHSS, DSC prior to distribution to the general public and local media.
4. **STANDARDS OF CONDUCT.** Offerors are required to uphold the highest standards of conduct of their program personnel in administering services to the elderly. All program personnel shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.
5. **REMOVAL AND TERMINATION OR SUSPENSION OF PROGRAM PERSONNEL.** The DPHSS, DSC retains the absolute right and authority to demand removal and termination or suspension from the program for reasonable cause any personnel employed, either hourly, salary, or sub-contracted by Offerors, when DPHSS, DSC determines this management intervention is required to be executed to safeguard the program. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. Offerors Personnel Policy and Procedures used in the management of their personnel shall include this provision.

6. **FACILITIES AND PERSONNEL.** The facilities and personnel used within this program are required to meet the changing needs of the program. Offerors are required to ensure that changes to the program requiring a consolidation, merger or relocation of facilities and personnel during the contract period are transitioned in a professional and timely manner, including modifications to the approved program budget and Agreement, as practicable.
7. **PROGRAM INVENTORY.** Offerors are required to submit an inventory listing of non-expendable property to be used by the program which is not acquired through a prior contract for this program.
8. **REQUESTS FOR PROGRAM CHANGES.** Offerors are required to submit a written request for changes in its program administration and service, including changes in budgeted positions, budget object classes and sub-categories, facilities relocation, personnel assignments, etc., to the DPHSS, DSC within 30 calendar days prior to the implementation of the proposed changes. Program and service changes and budget modifications are required to be approved by the DPHSS, DSC with adequate justification. Budget Modifications shall be submitted no later than August 1st of each contract period. Offerors are required to accept and acknowledge that the final authority to approve changes in the administrative, service and financial components of the program remain with the DPHSS, DSC.
9. **MONITORING.** Offerors are advised and required to acknowledge that unannounced monitoring of the program by DPHSS, DSC is required. Monitoring may include, but is not limited to, on-site observations of activities and/or program personnel, volunteers and student interns, facility inspections, and discussions with clients, their primary caregiver or legal representative regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by DPHSS, DSC.
10. **PROGRAM SPECIFIC AUDIT.** Offerors are advised that DPHSS, DSC reserves the right to have a Program Specific Audit performed by an independent auditing firm on this program and in the event that should occur Offerors agree to fully cooperate in the process.
11. **ANNUAL PROGRAM REPORT (APR).** Offerors are advised that they will have only 10 working days from receipt of the APR in which to appeal, in writing, their objections to any of the findings. Non-receipt of an appeal from the offeror within 10 working days shall be considered acceptance of the findings. The appeal, and any supporting documents, shall become a part of the APR.
12. **REPORT OF ABUSE OR NEGLECT OF SENIORS AND ADULTS WITH A DISABILITY.** Offerors are required to ensure that there is an immediate verbal report of suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within 48 hours to the Bureau of Adult Protective Services, DSC or

its contracted Vendor of Guma Serenidad, an emergency receiving home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).

13. **REPORT OF ABUSE OR NEGLECT OF CHILDREN.** Offerors are required to ensure that there is an immediate verbal report of suspected cases of abuse or neglect of children and provide a written report within 48 hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 19 GCA, Chapter 13).
14. **FINANCIAL EXPLOITATION OF THE ELDERLY AND INDIVIDUALS WITH DISABILITIES.** Offerors is advised there is 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 Ham 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.
15. **PROCUREMENT PROCEDURES AND RECORDS.** Offerors are required to ensure Federal and local procurement laws and regulations are complied with in accordance with 45 CFR Part 92, Uniform Administrative Requirements 2 CFR, Part 200 and 45 CFR, Part 75 for HHS Awards. All equipment and other non-expendable property acquired through the Agreement shall be the property of the DPHSS, DSC.
 - a. Notification of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more prior to awarding the contract shall be made to the DPHSS, DSC within five (5) working days prior to actual acquisition of equipment or services. This provision applies to all funding sources of the program, to include but is not limited to, voluntary contributions, grants, awarding of this contract and program income.
 - b. This notification shall not apply to the approved program budget and subsequent Budget Modifications as the approval of these requests fulfills the intent to be notified of procurement activity of Five Thousand Dollars (\$5,000.00) or more prior to awarding of the contract.
 - c. Offerors are advised that they must have written procurement policies in keeping with the procurement requirements set forth in 2 CFR, §200.318

through §200.326 Contract provisions, including complying with and flowing down were applicable the flow down provision in 2 CFR, Part 200 Appendix II and 45 CFR, Part 75 Appendix II for HHS Awards. (*New Part of Uniform Guidance 2 CFR, Part 200*).

16. **OFFERORS ACKNOWLEDGE THE FOLLOWING WILL BE APPLICABLE IN ANY AGREEMENT IN THIS PROCUREMENT.**

Federally funded contracts – Royalty- Free Rights to Use Software or Documentation Developed.

- a. **Royalty-Free Rights to Use Software or Documentation Developed.** The Federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes, the copyright in any work developed under a grant, sub- grant, or contract under a grant or sub-grant or any rights of copyright to which an offeror purchases ownership.

- b. **Rights In Data, Documents and Computer Software or Other Intellectual Property.**

All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials developed by the contractor specifically for the performance of its obligations under this contract shall be the exclusive property of DPHSS, DSC.

To the extent that such materials developed by offeror contain pre-existing materials of offeror or the third parties, offeror or third parties shall retain ownership of such materials and offeror hereby grants DPHSS, DSC a license to use such materials solely for the purposes of this contract and for the term hereof. Unless otherwise stated, all such materials, which are the exclusive property of DPHSS, DSC, shall be delivered to DPHSS, DSC by offeror upon completion, termination, or cancellation of this contract. The offeror shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of offeror's obligations under this contract without a prior written consent of DPHSS, DSC. All documentation, accompanying the intellectual property or otherwise, shall comply with DPHSS, DSC requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.

DPHSS, DSC shall retain all ownership rights in any software or modification thereof and associated documentation, developed, and/or designed specifically for DPHSS, DSC with Federal grant funds. The U.S. Department of Health and Human Services, Administration for Community Living, a Federal agency, reserves a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes; Federal fund grant software, modifications and documentation. Proprietary operating and vendor software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in this section.

Offeror shall identify and define any software that is required to be developed or used to support the requirements of this agreement. Unless there is express Federal grantor approval, Federal funds may not be used for the development of proprietary operating and vendor software packages.

c. **Proprietary Information.**

Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from DPHSS, DSC's site by offeror in the course of providing services under this contract will be accorded at least the same precautions as are employed by offeror for similar information in the course of its own business.

d. **Access to Records and Other Review.**

The Offeror, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by DPHSS, DSC, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by the Offeror pursuant to this Agreement shall include a provision containing the conditions of this Section.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the records must be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later.

Records for non-expendable property acquired in whole or in part, with funds from this contract funds must be retained for three (3) years after its final disposition.

The Offeror shall provide access to any project site(s) to DPHSS, DSC, Guam Public Auditor, and in the event, there are federal funds, the Federal Granting Agency or its designated Inspector General or their authorized representative. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

e. Ownership of Documents.

All briefs, memoranda and incidental to offeror's work or materials furnished hereunder shall be and remain the property of DPHSS, DSC including all publication rights and copyright interests, and may be used by DPHSS, DSC without any additional cost to DPHSS, DSC.

f. Contracting with small and minority businesses, women's business enterprises.

Offeror agrees in keeping with 2 CFR §200.321(6) with the following:

Offeror agrees to affirmatively takes steps listed in §200.321 (1)-(5) to contract with small and minority businesses, women's business enterprises, and labor surplus area firms in its subcontracting process.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

g. Conflict of Interest.

In keeping with 2 CFR §200.112 offeror agrees as follows:

During the term of this contract, offeror shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with offeror fully performing its obligations under this contract.

Additionally, offeror acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of DPHSS, DSC.

Thus, offeror agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with offeror's fully performing its obligations to DPHSS, DSC under the terms of this contract, without the prior written approval of DPHSS, DSC.

In the event that offeror is uncertain whether the appearance of a conflict of interest may reasonably exist, offeror shall submit to DPHSS, DSC a full disclosure statement setting forth the relevant details for DPHSS, DSC's consideration and direction. Failure to promptly submit a disclosure statement or to follow DPHSS, DSC's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, offeror shall maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts.

Neither offeror nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent;

Any member of the employee's immediate family;

The employee's partner; or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Neither offeror nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from offeror's potential subcontractors, or parties to sub-agreements.

h. Compliance with the Federal Awardee Performance and Integrity Information System.

§ 200.113 Mandatory disclosures. (Uniform Grant)- Federal Awardee Performance and Integrity Information System (FAPIIS)

Offeror shall comply with the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

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

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. [Reserved]

[[80 FR 43310](#), July 22, 2015, as amended at [85 FR 49582](#), Aug. 13, 2020]

i. **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

The parties agree to the following contract clauses as applicable to this contract. Service Provider agrees to include them in all contracts as applicable and to flow through the requirement in any subcontracts.

“Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – Uniform Guidance Appendix II B of the Uniform Guidance- 2-

CFR Part 200 Contract Provision, to flow through and include the following in all contracts, as applicable.

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

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

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

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

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

States”). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and

12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]"

j. **Domestic preference for procurements.**

[§ 200.322 Domestic preferences for procurements.](#)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

k. **Prohibition on certain telecommunications and video surveillance services or equipment.**

[200.216 Prohibition on certain telecommunications and video surveillance services or equipment.](#)

(a) Recipients and contractors are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

1. **Procurement of recovered materials.**

[§ 200.323 Procurement of recovered materials.](#)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

m. **Buy American Preference – effective May 14, 2022**

Offerors/Service Providers/Contractors/Subrecipients – are advised that this clause will be updated in the future as more information becomes available from the Federal Grantors.

References:

Build America, Buy America Act (BABAA), section 70914 of P.L. 117-58, §§ 70901-52 also known as the Infrastructure Investment and Jobs Act.

OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Assistance Programs for Infrastructure.

A copy of OMB M-22-11 is available at:

<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>,

Other OMB Memorandum are available at:
<https://www.whitehouse.gov/omb/information-for-agencies/memoranda/#memoranda-2022>

The Notice of Award(s) for Federal Funds is/and will be provided as part of the Request for Proposals, and/or Agreement, and any updates to it provided to DPHSS will be provided, (if the solicitation is still open to the potential Offeror, or Offerors, and to the awarded party if a contract is in effect, as DPHSS is updated by the Federal Grantor.

n. **Termination for Financial Exigency.**

In addition to any other right of termination between the parties, DPHSS, DSC shall have the right to terminate this contract for financial exigency by giving offeror at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Director of DPHSS, DSC based on the Guam legislature failure to fund this contract or in the event the United States Department of Health and Human Services, Administration for Community Living fails to fund DPHSS, DSC for this program. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. Offeror may submit a claim in the same manner as is set forth for the termination for convenience claim.

DPHSS, DSC. All Title III Service Providers and Vendors shall be collaborators and partners of this effort.

- a. Offerors are required to ensure that their program personnel attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist the offeror in complying with the reporting requirements of this program.
- b. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by the DPHSS, DSC and/or the software company contracted to maintain the system at no cost to offeror, with the exception of program personnel's time to attend the orientation, training and technical assistance activities in support of the Program Database.
- c. **Offerors are advised and acknowledge that failure to comply with this section may result in non-payment.**

19. **ADMINISTRATIVE PROGRAM PERFORMANCE.** Offerors are advised and acknowledge that there is an assessment of 10%, a reduction to the amount invoiced for the reporting month in which an administrative discrepancy is identified by DPHSS, DSC; for the submission of incomplete, inaccurate, or late financial, statistical, and other required program information. The reduction to the amount invoiced shall be calculated after disallowed cost to the Monthly Program Invoice (MPI) amount. Delay in submitting accurate and complete Monthly Program Reports (MPR) will delay the processing of the MPI.

- a. **Monthly Program Invoice (MPI).** The following apply:
 - (1) For each reporting month, if the Monthly Program Report (MPR) is inaccurate, incomplete or missing, the Monthly Program Invoice (MPI) shall be processed at 90%.
 - (2) In the event discrepancies are identified for three (3) months within a contract year, with the three (3) months not having to be consecutive, subsequent MPI shall be processed at 80%.
 - (3) Upon the offeror being notified by the DPHSS, DSC that the discrepancies have been resolved, the offeror shall submit a MPI for the amount due to them.
 - (4) The MPI withheld will be processed by the DPHSS, DSC within 10 working days.
- b. The DPHSS, DSC shall decrease the amount due to the offeror for any financial discrepancies identified and validated throughout the term of this program, whether the contract is in its initial year or renewal year of engagement.

- c. The DPHSS, DSC shall decrease the amount due to the Offeror for charges that are identified as not being paid yet charged. If this oversight occurs on more than two (2) occasions, the offeror's non-compliance with the manner in which program expenses are charged to the DPHSS, DSC for payment shall be brought to the attention of the General Services Agency (GSA) and the Federal grantor office for guidance and advisement as to what contractual remedies is to be activated. Such charges shall be considered a questioned cost and shall be deducted from the MPI until such time the amounts charged are cleared for payment by DPHSS, DSC. Upon notification by DPHSS, DSC that the discrepancies have been resolved, an invoice in the amount due shall be submitted to DPHSS, DSC for processing within ten (10) working days.
- d. **Late Reporting.** There is a MPI reduction of \$1,000.00 when the Monthly Program Report (MPR), or any part of this report, is submitted late without due cause as approved by DPHSS, DSC. The request to submit the MPR late is required to be sent to the DPHSS, DSC no later than 10:00 a.m. the day prior to the due date of the MPR. If the due date falls on a weekend or holiday, the due date shall be the next working day.
- e. **Program Personnel and Client Files and Records.** The offeror's MPI shall be decreased by \$100.00 for each program personnel file, client file or client record determined to be deficient; deficient is any file or record that is incomplete, missing inaccurate, outdated or expired.
- f. **Charging of Unauthorized Positions.** The offeror's MPI shall be reduced for any charges invoiced for positions that are not authorized for this program. Further, if the DPHSS, DSC determines that such a charge was submitted by the offeror, the offeror's MPI shall be reduced by \$100.00 for each time the unauthorized and erroneous charge was made to DPHSS, DSC.
- g. **Annual Audit.** The offeror's MPI shall be reduced by \$500.00 when the Annual Audit is submitted late to the DPHSS, DSC, as appropriate.
- h. **Client Survey.** The offeror's MPI shall be reduced by \$500.00 for the late submission of the annual Client's Survey; late is defined as being submitted after the due date of July 31st of each contract term.
- i. **Accident/Incident Report.** The offeror's MPI shall be reduced:
 - (1) by \$50.00 for each written incident report submitted late.
 - (2) By \$100.00 for accidents/incidents involving injury to individuals and/or damage to property (i.e., vehicle, facility, etc.) not reported to the DPHSS, DSC as required.
- j. **Prioritization of Services.** In the event the Offeror implements the POS absent the notification from the Guam SOA, the Offeror's Monthly Program

Invoice (MPI) shall be reduced by 10% for non-compliance with this provision of the agreement.

20. **UNAUTHORIZED SERVICES.** Any unauthorized services rendered by Offerors will be considered a disallowed cost and shall be deducted from the program invoice.
21. **COMPENSATION FOR SERVICES.** Offerors will be compensated upon the clearance of Monthly Program Reports by DPHSS, DSC.
 - a. Payment will be based upon ACTUAL COSTS submitted less disallowed costs and penalties, as applicable. Allowable compensation based upon the aggregate of the ACTUAL COSTS submitted may be LESS THAN the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.
 - b. Upon Notification of Award of this RFP, the Offeror is required to provide the DPHSS, DSC with copies of all sub-contracts entered into that will be charged to this program. The Monthly Program Invoices (MPI) shall be decreased by the amount charged for all charges determined to be sub-contracted by the offeror and where no sub-contract agreement has been received by the DPHSS, DSC. This provision shall apply to the initial contract and all contract renewals thereafter. Once supporting documents are provided that support the charges in the MPI, the offeror may then submit a MPI for the amount due to them.
 - c. Upon being awarded the RFP, Offerors are required to provide the DPHSS, DSC with an approved program budget with their respective Object Categories. This program budget shall be used by DPHSS, DSC to process program invoices for the term of the RFP.
 - (1) No additional costs are allowable without the prior approval of the DPHSS, DSC. Any cost above the agreed amounts shall be at the expense of the offeror.
 - (2) Personnel costs associated to direct services of this RFP shall be submitted in an itemized format as stipulated by the DPHSS, DSC.
 - (3) Non-payment by the government of Guam shall not be considered as grounds for suspension of services by the offeror.
 - d. An equitable adjustment to compensation for services may be authorized by the DPHSS, DSC if the physical scope of work, time for performance, or services requested are increased or decreased over that agreed to. Requests for modification shall be addressed to the DPHSS, DSC justifying the adjustment within each Object Category.
 - e. **Final Payment and Release of Claims.** Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and

performed under this Agreement. Prior to final payment and as a condition precedent thereto, the offeror shall execute and deliver to the DPHSS, DSC a release, in a form approved by the DPHSS, DSC, of claims against the government of Guam arising under and by virtue of the Agreement.

- f. **Prompt Payment Act.** The negotiated and agreed upon amount of compensation shall comply with the provisions of Title 5 GCA, Division 2, Chapter 22, Article 5, Prompt Payment Act --- Interest on Late Payment by the Government.

22. **PROFESSIONAL STANDARDS.** Offerors agree to maintain professional standards applicable to its profession, professional development, and other services. At all times pertinent to this Agreement, Offerors are required to maintain all professional certifications and business licenses required in Guam and other states in which it does any portions of services in this procurement.

- a. Offerors will be responsible for the professional and technical accuracy of all work and materials furnished. Offerors will, without additional cost to the DPHSS, DSC, correct or revise all errors or deficiencies in its work.
- b. DPHSS, DSC's review, approval, acceptance of, and payment of fees for services required shall not be construed to operate as a waiver of any rights or of any cause of action arising out of the offeror's failure of performance and offeror will remain liable to DPHSS, DSC for all costs of any kind which may be incurred by DPHSS, DSC as a result of the offeror's negligent performance of any of the services performed.
- c. **Proper Hygiene.** All program personnel, volunteers and student interns are required to practice good hygiene and maintain a professional appearance. They are required to be neat, clean, and well-groomed and are expected to serve as role models in the upkeep of one's personal hygiene.
- d. **Dress Code.** All program personnel, volunteers and student interns are required to wear clothing that is professional in appearance. Program personnel, volunteers and student interns providing direct services to clients are required to wear scrubs and close-toed shoes for safety. The program personnel, volunteers and student interns who perform custodial or maintenance work are able to wear denim in the performance of their duties. Uniforms purchased through program funds or monies shall only bear the name of the program, i.e. In-Home Services Program.

23. **PROGRAM TRANSITION.** Offerors are required to take all steps necessary to ensure a smooth and professional transition of the program to prevent any interruption of services to the clients and to preserve the integrity of the program.

- a. An Offeror, shall immediately prepare to relinquish all program related information, files, equipment, service contributions and program income (contributions, donations, and gifts) remaining balances and all other operational, administrative, and service documents and/or items to the new offeror.
 - b. Offerors are required to designate a person(s) to work with DPHSS, DSC in the transition process to the new offeror. The name of the designee shall be provided to the DPHSS, DSC within 30 minutes, but not more than one (1) hour upon notification of not being awarded a new contract; nonrenewal; termination for convenience or cause; or cancelation by the government.
 - c. Offerors are required to timely transfer all program files in the transition process as instructed by DPHSS, DSC. All program files will be transferred no more than five (5) working days after the final MPI due date.
 - d. The DPHSS, DSC shall oversee the transfer of all program related information, files, equipment, monies, etc., to the new offeror.
 - e. Offeror is responsible for all costs in the physical transfer of program files, equipment, etc. in the transition process.
 - f. The smooth transition process is required in order to maintain the integrity of the Older Americans Act Title III program services Guam-wide.
 - g. The Offeror shall be penalized Twenty-Five Thousand (\$25,000.00) dollars per occurrence and the amount shall be deducted from the monthly invoice for taking steps that is counter productive in the transition process. These steps include and is not limited to:
 - i Not answering calls placed to the Central Office to coordinate or clarify transition matters;
 - ii Providing training that otherwise has not been offered in the last three (3) months;
 - iii Offering employment opportunities at the same time as the IHS operating and program service hours.
24. **NEPOTISM.** Offerors are advised, with the exception of "For Profit" organizations, Offerors are required to ensure no employee supervises relatives to the first degree. Offerors are required to ensure no more than two (2) members of an immediate family shall be employed under this program. Immediate family means spouse; children; parents; brothers and sisters; grandparents and grandchildren; mothers-in-law and fathers-in-law; brothers-in-law and sisters-in-law; and daughters-in-law and sons-in-law. Stepsiblings, stepchildren and stepparents shall also be regarded as immediate family.

25. **SPECIAL REPORTING REQUIREMENTS FOR NON-PROFIT ORGANIZATIONS.** In the event an Offeror is a non-profit organization, the following requirements also apply. In the event one of the Offerors' subcontractors is a non-profit organization the provisions of this clause is required to also apply its non-profit subcontractor's information in the same manner and time periods.
- a. Non-profit organizations are required to maintain accurate financial records of all monies paid to it under any contract in the procurement.
 - b. Non-profit organizations are required to provide to DPHSS, DSC a budgetary breakdown by Object Category as to all services under this Agreement. An initial proposed budgetary breakdown was required as part of the initial cost proposal of Offeror and it is included as part of the Scope of Services as subsequently agreed and approved between Offeror and DPHSS, DSC.
 - c. Offeror must provide written notification to DPHSS, DSC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more prior to awarding the contract therefore.
 - d. Offeror shall provide access to DPHSS, DSC or its duly authorized representative, and of government of Guam auditors, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of this Agreement. Offeror shall upon written request by DPHSS, DSC provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.
 - e. Offeror is subject to the Single Audit Rules and shall provide to the DPHSS, DSC copies of its Audit Reports for all time periods covered as part of this Agreement, as appropriate.
 - f. Offeror shall provide certified detailed inventory listing of each fiscal year's purchases under this Agreement to the DPHSS, DSC as well as a Fiscal Year-end report of all expenditures of funds under this Agreement, no later than five (5) working days after September of each contract term.
 - g. In the event Offeror fails to timely provide any reports or items set forth in this section to DPHSS, DSC after prior written reasonable notice by DPHSS, DSC to Offeror and Offeror's failure to cure the contract default, DPHSS, DSC in addition to other contractual rights and remedies under this Agreement, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this Agreement by Offeror.

26. **PUBLIC LAW 30-168, PROHIBITING DISCRIMINATION FOR THE GOVERNMENT OF GUAM PROGRAMS SOLELY ON THE BASIS OF CONVICTION OF STATUS OFFENSE.** The Offeror shall comply with the provisions of this mandate in which *No* private entity that receives government of Guam funding for any of its program may, *solely* on the basis of conviction of a status offense, discriminate against any person who would otherwise be eligible. Status offenses referenced above relates to truancy, possession of alcohol, or possession of tobacco.
27. **RESTRICTING THE USE OF MOBILE PHONES WHILE DRIVING A VEHICLE, AND PROVIDING FOR PUBLIC EDUCATION REQUIREMENTS REGARDING SUCH RESTRICTIONS.** The Offeror shall ensure compliance relative to the restrictions on the Use of Mobile Phones While Driving (Ref. P.L. 31-194, GCA Chapter 3 Title 16).
28. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACT.** The Offeror acknowledges that 5 GCA, Chapter 7 False Claims and Whistleblower Act applies to Service Provider's action pertaining to this contract. See P.L. 34-116:XII:20 (lapsed into law August 24, 2018, codified at 5 GCA Chapter 37).
29. **DRUG AND SMOKE-FREE WORKPLACE.** The Offeror shall ensure compliance with Federal and local drug and smoke-free workplace laws and requirements [Federal Drug-Free Workplace Act of 1988, the Governor's Circular No. 89-26 (Governor's Policy Statement Establishing a Drug-Free Workplace) and Clean Indoor Air Act of 1992].
30. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The Offeror shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164, Subparts A and E.
31. **SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT.** The Offeror shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers (Ref. P.L. 28-95, Article 7, Title 5 GCA, Chapter 32).
32. **EQUAL EMPLOYMENT OPPORTUNITY.** The Offeror shall be an equal opportunity employer. The Offeror shall not discriminate on the basis of race, religion, color, sex, sexual preference, age, national origin or disability. The Offeror shall ensure that employees are treated equally during employment without regard to their race, religion, color, sex, sexual preference, age, national origin, or disability.
33. **REPORTING REQUIREMENTS FOR NON-PROFIT ORGANIZATIONS, GUAM PUBLIC LAW OF ANNUAL APPROPRIATIONS ACT, P.L. 36-54 CHAPTER XIII PART II, SECTION 6. (see Item 25. Special Reporting Requirements for Non-Profit Organizations).** Non-Compliance with reporting requirements as set forth in this

annual provision of law will subject the non-profit Offeror to a three percent (3%) reduction of its appropriation(s) and the overseeing agency's contract with the Offeror shall so provide, unless otherwise prescribed by law.

34. **PUBLIC LAW 26-109. SECTION 2, §41210(b), ARTICLE 2, CHAPTER 41, DIVISION 5, TITLE 17 GCA.** The Offeror shall comply with the provision of this mandate with emphasis on the employment of two percent (2%) of its workforce with severe disabilities in coordination with the Division of Vocational Rehabilitation Administrator, Department of Integrated Services for Individuals with a Disability (DISID) for placement. In the event the Offeror is unable to employ due to the lack of individuals with disabilities who are able to work, the Offeror shall utilize funds for the purchase of supplies produced by non-profit organizations employing individuals with disabilities. Efforts to comply with this specification shall be documented by the Offeror and is subject to review and inspection by the DPHSS, DSC.
35. **FINANCIAL MANAGEMENT SYSTEM.** The Offeror shall ensure the organization possesses an accounting system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments, in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation and cash management. The Offeror shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPHSS, DSC and is in accordance with generally accepted accounting principles. The Offeror's accounting system is subject to review and approval by the Government in accordance with 5 GCA, §5236.
36. **ALLOWABLE COSTS.** This procurement is funded in part with Federal funds and is governed by the cost principles of the Office of Management and Budget (OMB). Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. All costs in this procurement must be reasonable, allocable, and necessary to the project, and they must also comply with Federal and the government of Guam funding statutes and regulations. See Cost Principles for Educational Institutions; Title 2 CFR Part 220, Cost Principles for State, Local and Indian Tribal Governments, Title 2 CFR Part 225, Cost Principles for Non-Profit Organizations, Title 2 CFR Part 230, the Federal Acquisition Regulations as well 2 GAR Division 4 Chapter 7 Cost Principles.

XIV. ADDITIONAL CONTRACT TERMS AND CONDITIONS

These terms and conditions will be included in any contract along with other terms and conditions.

1. **GENERAL COMPLIANCE WITH LAWS AND REQUIREMENTS.** The Offeror shall be required to comply with all Federal and Territorial laws, ordinances and requirements applicable to the work.

2. **INDEMNITY.** The Offeror shall save and hold harmless the DPHSS, DSC, its officers, agents, representatives, successors and assigns and other government agencies from any and all suits or actions of every nature and kind, which may be brought forth or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Offeror, Offeror's officers, agents, servants or employees under the Agreement.
3. **RETENTION AND ACCESS TO RECORDS AND OTHER REVIEW.**
 - a. The Offeror, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by DPHSS, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by the Offeror pursuant to this Agreement shall include a provision containing the conditions of this Section.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the records shall be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later.
 - c. Records for non-expendable property acquired in whole or in part, with funds from this contract funds shall be retained for three (3) years after its final disposition.
 - d. The Offeror shall provide access to any project site(s) to DPHSS, Guam Public Auditor and in the event, there are federal funds, the Federal Granting Agency or its designated Inspector General or their authorized representative. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.
4. **OWNERSHIP OF DOCUMENTS.** All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the DPHSS, DSC including all publication rights and copyright interests and may be used without any additional cost to the DPHSS, DSC.
5. **CHANGES.** DPHSS, DSC may at any time, by written order make any changes in the professional services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the professional services under this Agreement, or in the time required for this performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

6. **CLAIMS BASED ON GOVERNMENT'S ACTIONS OR OMISSIONS.** Claims Based on Government's Actions or Omissions Clause, are as follows:

a. **Notice of Claim.** If any action or omission on the part of Procurement Officer, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the Offeror for additional compensation, damages, or an extension of time for completion, Offeror shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the Offeror shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Offeror shall have given written notice to the Procurement Officer, or designee of such officer:

- (a) prior to the commencement of the work involved, if at that time the Offeror knows of the occurrence of such action or omission;
- (b) within 30 days after the Offeror knows of the occurrence of such action or omission, if the Offeror did not have such knowledge prior to the commencement of the work; or
- (c) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Offeror regards the act or omission as a reason which may entitle the Offeror to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(2) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why Offeror believes that additional compensation, damages, or an extension of time may be remedies to which Offeror is entitled; and

(3) Offeror maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

b. **Limitations of Clause.** Nothing herein contained, however, shall excuse the Offeror from compliance with any rules of law precluding any territorial officers and any offerors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

- c. **Adjustments of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.”
- 7. **GOVERNING LAW.** The laws of Guam shall govern the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement.
- 8. **CONSENT TO JURISDICTION.** Offeror hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Offeror waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.
- 9. **CLAIMS AGAINST GOVERNMENT.** The DPHSS, DSC is a line agency of the government of Guam. Offeror expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Offeror against the DPHSS, DSC if the claim arises out of or in connection with this Agreement. Offeror also expressly recognizes that all other claims by the Offeror against DPHSS, DSC are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

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

- 10. **TERMINATION FOR DEFAULTS:**
 - a. **Default.** If Offeror refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Agreement, The Director of DPHSS may notify the Offeror in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by Director of DPHSS, such officer may terminate the Offeror’s right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part DPHSS,

DSC may procure similar professional services in a manner and upon terms deemed appropriate by DPHSS, DSC. Offeror shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar professional services, goods or services.

- b. **Offeror's Duties.** Notwithstanding termination of the Agreement and subject to any directions from DPHSS, DSC, Offeror shall take timely, reasonable, and necessary action to protect and preserve property in possession of Offeror in which DPHSS, DSC has an interest.
- c. **Compensation.** Payment for completed professional services delivered and accepted by DPHSS, DSC shall be per the Compensation for Services section agreed to in this contract. DPHSS, DSC may withhold from amounts due Offeror such sums as DPHSS, DSC deems to be necessary to protect DPHSS, DSC against loss because of outstanding liens or claims of former lien holders and to reimburse DPHSS, DSC for the excess costs incurred in procuring similar professional services. Offeror may pursue its rights under the Mandatory Disputes section of this Agreement, and the Guam Procurement Laws and Regulations if it disagrees with DPHSS, DSC's decision with regard to compensation.
- d. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Offeror shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Offeror to make progress in the prosecution of the work hereunder which endangers such performance) if Offeror has notified the Director of DPHSS within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Offeror shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Offeror to meet the Agreement requirements. Upon request of Offeror, the Director of DPHSS shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Offeror's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-

reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

- e. **Erroneous Termination for Default.** If, after notice of termination of the Offeror's right to proceed under the provisions of this clause, it is determined for any reason that Offeror was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the Offeror's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.
- f. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- g. **Liquidated Damages.** To the extent applicable to this Agreement, when the Offeror is given notice of delay or nonperformance as specified above in the Termination for Default Clause of this contract and fails to cure in the time specified, the Offeror shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the Offeror is terminated for default, or until the Offeror provides the supplies or services if the Offeror is not terminated for default. To the extent that the Offeror's delay or nonperformance is excused under the Paragraph Excuse for Nonperformance or Delayed Performance of the Termination for Default Clause of this contract, liquidated damages shall not be due DPHSS, DSC. The Offeror remains liable for damages caused other than by delay.
- h. **In Other Situations.** If the contract will not have a termination for Default Clause or the liquidated damages are to be assessed for reasons other than delay, the Director of DPHSS may approve the use of any appropriate liquidated damages clause.

11. **TERMINATION FOR CONVENIENCE.**

- a. **Termination.** The Director of DPHSS may, when the interest of DPHSS, DSC so require, terminate this contract in whole or in part, for the convenience of DPHSS, DSC. DPHSS, DSC shall give written notice of

the termination to the Offeror specifying the part of the contract terminated and when termination becomes effective.

- b. **Offeror's Obligations.** Offeror shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the offeror will stop work to the extent specified. Offeror shall also terminate outstanding orders and subcontracts as they relate to the terminated professional services. Offeror shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated professional services. DPHSS, DSC may direct the Offeror to assign Offeror's right, title, and interest under terminated orders or subcontracts to the territory. Offeror must still complete the professional services not terminated by the notice of termination and may incur obligations as are necessary to do so.

In the event there are any deliverables and/or reports due per this Agreement, the Offeror and DPHSS, DSC shall meet and set up the delivery dates for those items if not set forth in the written notice of termination.

- c. **Compensation.** Offeror shall invoice DPHSS, DSC in keeping with the Compensation for Services section of this Agreement for Offeror's professional services performed up to the date of termination.

- 12. **PROGRAM TRANSITION.** In the event of a termination or expiration of this Agreement, Offeror shall take all steps necessary to ensure a smooth and professional transition of the program to prevent any interruption of the services to the clients and to preserve the integrity of the program. The Offeror shall immediately prepare to relinquish all program related information, files, major equipment items, services contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational, administrative and services documents and/or items to DPHSS, DSC.

13. **MANDATORY DISPUTES RESOLUTION CLAUSE.**

- a. DPHSS, DSC and the Offeror agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the Offeror shall request DPHSS, DSC in writing to issue a final decision within 60 days after receipt of the written request. If DPHSS, DSC does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Offeror may proceed as though DPHSS, DSC had issued a decision adverse to the Offeror.
- b. DPHSS, DSC shall immediately furnish a copy of the decision to the Offeror, by certified mail with a return receipt requested, or by any other

method that provides evidence of receipt.

- c. DPHSS, DSC's decision shall be final and conclusive, unless fraudulent or unless the Offeror appeals the decision.
- d. This subsection applies to appeals of DPHSS, DSC's decision on a dispute. For money owed by or to DPHSS, DSC under this Agreement, the Offeror shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than 18 months after the decision is rendered by DPHSS, DSC or from the date when a decision should have been rendered. For all other claims by or against DPHSS, DSC arising under this Agreement, the Office of Public Accountability has jurisdiction over the appeal from the decision of DPHSS, DSC. Appeals to the Office of Public Accountability must be made within 60 days of DPHSS, DSC's decision or from the date the decision should have been made.
- e. The Offeror shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- f. The Offeror shall comply with DPHSS, DSC's decision and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where the Offeror claims a material breach of this Agreement by DPHSS, DSC. However, if DPHSS, DSC determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then the Offeror shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by DPHSS, DSC.

14. COST REIMBURSEMENT TERMS AND CONDITIONS.

Compensation for Services.

- a. **Annual and Monthly Compensation.** Offeror's compensation shall be per the agreed Program Budget-Proposed, labeled as "Appendix C-3", to the *Contract* and attached hereto and incorporated herein as if fully re-written. In the event there is an option to renew then the Program Budget for that fiscal year will be in keeping with the scope of services of the RFP, fair and reasonable cost pricing and mutually agreed upon negotiated approved budget subject to appropriation, allocation and availability of funds.
- b. **Invoicing and Payments.** All compensation is to the appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed to by the parties. Payment shall be based upon actual costs, as defined in 2 GAR Division 4 §7101(1), submitted less disallowed costs and penalties, as

applicable. Compensation based upon the aggregate of actual cost submitted may be less than the agreed upon compensation, but in no event shall it exceed the agreed upon compensation. The invoice should reflect only those service fees incurred for the current billing period. Each invoice should also include the total amount billed from the inception of the current year contract. All invoices are subject to review and approval by the DPHSS, DSC. The acceptance and payment of any invoice will not be deemed a waiver of any of the DPHSS, DSC's rights under this Agreement.

- c. **Final Payment.** The DPHSS, DSC shall make final payment delivery and acceptance of all services mentioned herein specified and performed. Prior to final payment and as a condition precedent thereto, the Offeror shall execute and deliver to the DPHSS, DSC a release, in a form provided by the DPHSS, DSC, of claims against the DPHSS, DSC and the government of Guam arising under and by virtue of the contract.

Additionally, prior to final payment and as condition precedent thereto, the Offeror shall ensure a smooth program transition; and shall immediately provide the DPHSS, DSC with all program related information, files, equipment, service contributions/program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or items.

- d. **Allowable Costs – Cost Reimbursement.** The Offeror agrees to comply with the following standards of financial management:
- (1) **Financial Records.** The Offeror shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
 - (2) **Accounting Records.** The Offeror shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the contract, authorizations, obligations, unobligated balances, assets, outlays, and income.
 - (3) **Internal Control.** The Offeror shall maintain effective control over and accountability for all funds and assets. The Offeror shall keep effective internal controls to ensure that all the DPHSS, DSC funds received are separately and properly allocated to the activities described in this Agreement. The Offeror shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.
 - (4) **Source Documentation.** The Offeror shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant contract documents, and so forth. All costs invoiced by contract in this contract must be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting

principles set forth in 2 GAR Division 4 §7101 or in any Federal assistance instrument applicable to this Agreement.

- (5) **Reimbursable Cost Principles.** The Offeror shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant and/or contract documents and so forth.
- (6) **Allowable Cost.** Total allowable cost of the contract is the sum of allowable direct costs actually incurred in the performance of the contract in accordance with the terms of the contract, plus the properly allowable indirect costs, less any applicable credits. Costs shall be allowed to the extent they are: reasonable as defined in 2 GAR Division 4 §7101 (d); and allocable, as defined in 2 GAR Division 4 §7101(e) and lawful under any applicable law; and not unallowable under 2 GAR Division 4 §7101(f). In the case of costs invoiced for reimbursement, they must be actually incurred or accrued and accounted for in accordance with generally accepted accounting principles.
- (7) **Applicable Credits.** Applicable credits are receipts or price reductions which reduce expenditures allocable to contracts as direct or indirect costs, as defined in 2 GAR Division 4 §7101(h). In the event the Offeror receives discounts, rebates and or other applicable credits accruing to or received by the Offeror or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to the DPHSS, DSC; allowable costs will be paid to the Contactor, net of all discounts, rebates and other such applicable credits. The Offeror must separately identify for each cost submitted for payment to the DPHSS, DSC the amount of cost that is allowable; must identify all unallowable costs; or the Offeror must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the DPHSS, DSC for payment and individually identify the amount as a discount, rebate or in case of other applicable credits, the nature of the credit. The DPHSS, DSC may permit the Offeror to report this information on a less frequent basis than monthly, but no less frequently than annually. The Offeror must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

15. **MODIFICATION OF CLAUSES.** Pursuant to Title 5 GCA, Division 1, Article 6, §5350(d), modification of changes in the scope of services is permitted provided that any variations are supported by a written determination that states the circumstances justifying such variation. Any modifications shall be in the form of an amendment to the scope of services of the Agreement.
16. **ETHICAL STANDARDS.** With respect to this Agreement and any other contract that the Offeror may have, or wish to enter into, with any government of Guam agency, the Offeror represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.
17. **DISCLOSURE OF OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST.** Offeror's signed and dated OAG Form 002 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest, is incorporated herein.

Offeror represents that it shall promptly make any disclosures not previously made, required by § 5233 (c), (d) and (e), and update changes in the identities or other required information, interests, or conflicts of the person required to be disclosed as part of Form AG 002 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest pursuant to § 5233 (g).

Offeror shall make new disclosures and update changes in the identities and or required information, interests, or conflicts of the person required to be disclosed by submitting a (new) signed and dated AG 002 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest to DPHSS. The form is available by request to the agency, or by download on the Guam Office of Attorney General's Procurement Forms website at <http://oagguam.org/>. Guam Procurement Law, 5 GCA Chapter 5 § 5233 is available on the Guam Compiler of Laws website at:

<http://www.guamcourts.org/CompilerofLaws/GCA/05gca/5gc005.PDF>.

Offeror acknowledges that the disclosures made under 5 GCA §5233 shall remain in the public portion of the procurement record.

Offeror acknowledges that failure to comply promptly and fully with 5 GCA § 5233 shall constitute a material breach of this Agreement.

18. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS.** With respect to this Agreement and any other contract that the Offeror may have, or wish to enter into, with any government of Guam agency, the Offeror represents that he has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.
19. **PROHIBITION AGAINST CONTINGENT FEES.** The Offeror represents that it has not retained any person or agency upon an agreement or understanding for a

percentage, commission, brokerage, or other contingent arrangements, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

20. **PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS.** Offeror warrants that no person providing services on behalf of the Offeror who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28 Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry shall work for his employer on the property of the government of Guam other than a public highway; and that if any person providing services on behalf of the Offeror is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense that as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, the employee will be immediately removed from working on the property of the government of Guam and that the Director of the DPHSS be informed of such within twenty-four (24) hours of such conviction.

Offeror, after notice from DPHSS, DSC of a violation of this provision, shall, within twenty-four (24) hours, take corrective action and shall report such action to DPHSS, DSC. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the Director of the DPHSS.

21. **GOVERNMENT NOT LIABLE.** DPHSS, DSC assumes no liability for any accident or injury that may occur to the Offeror, his/her agents, dependents, or personal property during any travel mandated by the terms of this Agreement. Further, DPHSS, DSC shall not be liable to the Offeror for any work performed by the Offeror prior to the approval of the Agreement by DPHSS, DSC and the Offeror, hereby expressly waives any and all claims for services performed in expectation of an Agreement prior to its approval by DPHSS, DSC.

22. **PREVAILING WAGES COMPLIANCE WITH USDOL WAGE DETERMINATION. WAGE AND BENEFIT COMPLIANCE - OFFERORS PROVIDING SERVICES**

- a. Offeror with regard to all persons its employs who purpose in whole or in part is the direct delivery of service contracted for with the DPHSS, DSC under this Agreement, 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 deliverance of deliverables to the government of Guam. §5802 GCA Ch5 Title 5. Offeror shall be responsible for flowing down this obligation to its subcontractors.

- b. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract was awarded to Offeror shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. §5801 GCA Ch5 Title 5.
- c. Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. §5801 GCA Ch5 Title 5.
- d. In addition to Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Offeror shall pay a minimum of eleven (11) paid holidays per annum per employee. §5802 GCA Ch5 Title 5.
- e. Any violation of Offeror or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as payment of all back wages and benefits due. §5803 GCA Ch5 Title 5.
- f. In addition to any and all other breach of contract DPHSS, DSC may have under this Agreement, in the event there is a violation in the process set forth in subsection (e) above, Offeror may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, an Offeror shall not be awarded any contract by any instrumentality of the government of Guam. An Offeror who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 GCA Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. §5804 GCA Ch5 Title 5.
- g. Offeror along with all proposed Offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. §5805 GCA Ch5 Title 5.
- h. The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c) is to this Agreement. Offeror agrees to provide upon written request by the government of Guam written certification of its

compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally, upon request by government of Guam, the Offeror shall submit source documents as to those individuals who provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

23. **INSURANCE.** Offeror agrees to procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage. The Offeror shall provide certificates of such insurance to DPHSS, DSC when required and shall immediately report in writing to the DPHSS, DSC any insurance claims filed. The Offeror is responsible for obtaining and maintaining the necessary insurance coverage for the operations of this program.
 - a. Workers Compensation Insurance in the form and amount required by the law of the government of Guam to cover all employees working in any capacity in executing this contract.
 - b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. The Offeror shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than One Million Dollars (\$1,000,000.00) for bodily injuries or death per occurrence, and not less than Three Hundred Thousand Dollars (\$300,000.00) for damages to property. Such policy shall insure the Government and their respective agents and employees with respect to liability as a result of the ownership, maintenance, use or operation of vehicles pursuant to the Agreement.
 - c. Professional Liability Insurance in a form acceptable to the Government and with a limit of liability of not less than One Million Dollars (\$1,000,000.00).
24. **PRIVACY RIGHTS.** The offeror shall comply with all Federal and Guam laws and regulation as to the privacy rights of individuals and as to any records and information of individuals providing services under this contract, including but not limited to the following:
 - a. **HIPAA.** Health Insurance Portability and Accountability Act (HIPAA of 1006, P.L. 104-1991 and the Federal "Standards for Privacy of Individually identifiable Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.;

- b. **National Institute of Standards and Technology (NIST).** The President's Executive Order (EO) 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure issued on May 16, 2017. NIST is a federal agency within the United States Department of Commerce. The Framework for Improving Critical Infrastructure Cybersecurity was developed by NIST to establish computer and information technology-related standards and guidelines for federal agencies to use. All Federal Information Systems should meet or exceed the standards and requirements for cybersecurity set forth in and issued pursuant to this order and to ensure that:
- i Service Provider collect and preserve data, information, and reporting relevant to cybersecurity event prevention, detection, response, and investigation on all information systems over which they have control, including systems operated on behalf of agencies, consistent with agencies' requirements;
 - ii Service Provider share such data, information, and reporting, as they relate to cyber incidents or potential incidents relevant to any agency with which they have contracted, directly with such agency and any other agency that the Director of Office of Management and Budget, in consultation with the Secretary of Defense, the Attorney General, the Secretary of Homeland Security, and the Director of National Intelligence, deems appropriate, consistent with applicable privacy laws, regulations, and policies;
 - iii Service Provider collaborate with Federal cybersecurity or investigative agencies in their investigations of and responses to incidents or potential incidents on Federal Information Systems, including by implementing technical capabilities, such as monitoring networks for threats in collaboration with agencies they support, as needed; and
 - iv Service Provider share cyber threat and incident information with agencies, doing so, where possible, in industry-recognized formats for incident response and remediation.

For more information on NIST visit: cyberframework@nist.gov

- c. **Client Confidentiality.** The offeror shall ensure information obtained directly or indirectly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, Guam, or local monitoring agencies. (Ref. 45 CFR 1321.51). Privacy Rule

Standards for Privacy of Individually Identifiable Health
Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

25. **SEVERABILITY PROVISION.** The provision of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Contract, for any reason is declared to be unenforceable, the parties will substitute and enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.
26. **NO WAIVER.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Contract.
27. **ASSIGNMENT, SUCCESSORS AND ASSIGNS.** Offeror may not assign or otherwise transfer this Contract or any of the rights that it grants without the prior written consent of the Government. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Contract will be binding upon the parties' respective successors and permitted assigns.
28. **BINDING SIGNATORY.** This Agreement and any modification hereto, is not binding until approved by the Attorney General and Governor of Guam.

XV. APPENDICES OF MANDATORY FORMS

Appendix A-1 Offeror's Profile

Appendix A-2 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest

Appendix A-3 Affidavit re Non-Collusion

Appendix A-4 Affidavit re No Gratuities or Kickbacks

Appendix A-5 Affidavit re Ethical Standards

Appendix A-6 Affidavit re Contingent Fees

Appendix A-7 Declaration re Compliance with U.S. Department of Labor (DOL) Wage for Guam (includes attachment of **USDOL Wage No. 2015-5693, Revision No.: 16, Date of Revision: 03/15/2022**)

OFFEROR'S PROFILE

1.	Proposal for:	IN-HOME SERVICES (IHS) PROGRAM RFP/DPHSS-2022-004 Effective Date through September 30, 2023
2.	Name of Organization:	
	Address:	
	Office Telephone Number:	
	Fax Number:	
	E-mail Address:	
3.	Type of Organization. Indicate status, check one:	<input type="checkbox"/> Governmental Unit established by law <input type="checkbox"/> Private Non-Profit Corporation <input type="checkbox"/> Proprietary Agency <input type="checkbox"/> Private for Profit <input type="checkbox"/> Other: Specify _____
4.	Location of the organization's principal place of business or central office.	
5.	Location of proposed place of business, if different from above.	
6.	Date of Incorporation, as applicable.	
7.	Number of years in business:	
8.	Average number of employees over a period of 12 months:	
9a.	Name of proposed Executive or Program Director:	
9b.	Name and position title of proposed alternate Person in Charge:	
10a.	Name of proposed Program Manager who shall be responsible for the daily operations of the program:	
10b.	Contact Number:	

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND
CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
 ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 calendar days preceding the publication of this solicitation and until award of a contract. This includes the duty to disclose any changes to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose any changes to the facts disclosed herein continues throughout the life of the contract, including any extensions or renewals.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Affidavit Disclosing Ownership, Influence,
Commissions and Conflicts of Interest
AG Procurement Form 002 (Rev. 11/17/2021)**

- ☐ One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B.** If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Officer/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest

**Affidavit Disclosing Ownership, Influence,
Commissions and Conflicts of Interest
AG Procurement Form 002 (Rev. 11/17/2021)**

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Officer/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Officer/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

///

///

Affidavit Disclosing Ownership, Influence,
Commissions and Conflicts of Interest
AG Procurement Form 002 (Rev. 11/17/2021)

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____

(date)

Signature of one of the following:

Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor

Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership

Officer, if the Bidder/Offeror/Prospective Contractor is a
corporation

Subscribed and sworn to before me

This _____ day of _____, 20 _____

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) ss.
 ISLAND OF GUAM)

 [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
 _____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

 Signature of one of the following:

Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20____.

 NOTARY PUBLIC

My commission expires _____, _____.

AG Procurement Form 003 (Jul. 12, 2010)

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

_____ [state name of affiant signing below], being
 first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company]
 _____. Affiant is _____ [state one
 of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing
 identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers,
 representatives, agents, subcontractors, or employees have violated, are violating the prohibition against
 gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of
 offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR
 Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers,
 representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government
 of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of
 employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of
 the offeror's officers, representatives, agents, subcontractors, and employees.

 Signature of one of the following:

Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20_____.

 NOTARY PUBLIC

My commission expires _____, _____.

AG Procurement Form 004 (Jul. 12, 2010)

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

_____ [state name of affiant signing below], being first
 duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

 Signature of one of the following:

Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me
 this _____ day of _____, 20____.

 NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
 ISLAND OF GUAM)

 [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

 Signature of one of the following:

Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20____.

 NOTARY PUBLIC

My commission expires _____.

AG Procurement Form 007 (Jul. 15, 2010)

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: [REDACTED]

Name of Offeror Company: [REDACTED]

I, [REDACTED] hereby certify under penalty of perjury:

(1) That I am [REDACTED] *[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!]*

[REDACTED]
Signature

"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
Director

Division of
Wage Determinations

sca: 2015-5693

Revision No.: 17

Date Of Last Revision: 07/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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		14.27***
01012 - Accounting Clerk II		16.02
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.66***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.53
01051 - Data Entry Operator I		12.15***
01052 - Data Entry Operator II		13.25***
01060 - Dispatcher Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.08***
01112 - General Clerk II		12.09***
01113 - General Clerk III		13.57***
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	22.97
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	15.40
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.78***
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	17.01
05010 - Automotive Electrician	15.97
05040 - Automotive Glass Installer	14.94***
05070 - Automotive Worker	14.94***
05110 - Mobile Equipment Servicer	12.82***
05130 - Motor Equipment Metal Mechanic	17.01
05160 - Motor Equipment Metal Worker	14.94***
05190 - Motor Vehicle Mechanic	17.01
05220 - Motor Vehicle Mechanic Helper	11.73***
05250 - Motor Vehicle Upholstery Worker	13.90***
05280 - Motor Vehicle Wrecker	14.94***
05310 - Painter Automotive	15.97
05340 - Radiator Repair Specialist	14.94***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.89***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.35***
07130 - Food Service Worker	9.69***
07210 - Meat Cutter	12.13***
07260 - Waiter/Waitress	9.45***
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	9.54***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	9.54***
11150 - Janitor	9.54***
11210 - Laborer Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.39***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	10.66***
12000 - Health Occupations	
12010 - Ambulance Driver	18.23

12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	17.94
12025 - Dental Hygienist	39.73
12030 - EKG Technician	27.43
12035 - Electroneurodiagnostic Technologist	27.43
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	12.26***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	12.21***
12222 - Nursing Assistant II	13.73***
12223 - Nursing Assistant III	14.98***
12224 - Nursing Assistant IV	16.82
12235 - Optical Dispenser	18.23
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	27.43
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.36
12313 - Registered Nurse II Specialist	28.36
12314 - Registered Nurse III	34.32
12315 - Registered Nurse III Anesthetist	34.32
12316 - Registered Nurse IV	41.13
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	22.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
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	15.73

(see 1)

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		23.78
15110 - Test Proctor		15.70
15120 - Tutor		15.70
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.37***
16030 - Counter Attendant		10.37***
16040 - Dry Cleaner		11.84***
16070 - Finisher Flatwork Machine		10.37***
16090 - Presser Hand		10.37***
16110 - Presser Machine Drycleaning		10.37***
16130 - Presser Machine Shirts		10.37***
16160 - Presser Machine Wearing Apparel Laundry		10.37***
16190 - Sewing Machine Operator		12.34***
16220 - Tailor		12.83***
16250 - Washer Machine		10.86***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		11.43***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		13.96***
21110 - Shipping Packer		17.12
21130 - Shipping/Receiving Clerk		17.12
21140 - Store Worker I		15.38
21150 - Stock Clerk		21.62
21210 - Tools And Parts Attendant		13.96***
21410 - Warehouse Specialist		13.96***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58
23050 - Aircraft Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61
23125 - Cable Splicer	21.55
23130 - Carpenter Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician Maintenance	18.21
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61
23370 - General Maintenance Worker	13.21***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.88
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	19.02
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	17.98
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.43***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	20.72
23580 - Maintenance Trades Helper	10.99***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter Maintenance	15.49
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker Maintenance	17.77
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.75
23960 - Welder Combination Maintenance	18.31
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***

24620 - Family Readiness And Support Services Coordinator	15.01
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	13.26***
27010 - Court Security Officer	13.26***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	13.26***
27070 - Firefighter	13.26***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	13.26***
27132 - Police Officer II	14.74***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
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	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89

30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.12
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80
30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.66
30621 - Weather Observer Senior	(see 2) 25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver Light	11.21***
31362 - Truckdriver Medium	12.16***
31363 - Truckdriver Heavy	16.10
31364 - Truckdriver Tractor-Trailer	16.10
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	9.63***
99050 - Desk Clerk	9.70***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	23.62
99252 - Laboratory Animal Caretaker II	25.80
99260 - Marketing Analyst	21.54
99310 - Mortician	26.22
99410 - Pest Controller	14.61***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.15***
99820 - School Crossing Guard	17.45
99830 - Survey Party Chief	23.79
99831 - Surveying Aide	13.53***
99832 - Surveying Technician	17.58
99840 - Vending Machine Attendant	23.62
99841 - Vending Machine Repairer	30.08
99842 - Vending Machine Repairer Helper	23.62

***Workers in this classification may be entitled to a higher minimum wage under

Executive Order 14026 (\$15.00 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 dying 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))."

XVI. APPENDICES OF MANDATORY FEDERAL PROGRAM FORMS

- Appendix B-1 Limited English Proficiency Certification
- Appendix B-2 Certification of Non-Discrimination
- Appendix B-3 Civil Rights Requirements
- Appendix B-4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Appendix B-5 Compliance with Federal Laws and Regulations
- Appendix B-6 Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for Health and Human Services (HHS) Awards – Contract Provisions
- Appendix B-7 Updates to the Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for Health and Human Services (HHS) Awards – Special Contract Provisions and OMB M-22-11 Initial Implementation Guidance on Application of Buy America Preference in Federal Assistance Programs for Infrastructure (attachment)

LIMITED ENGLISH PROFICIENCY CERTIFICATION

Limited English Proficiency Certification

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

SUBMITTED BY:

Signature:	Date:
Name:	Title:
Agency:	

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

CERTIFICATION OF NON-DISCRIMINATION

Certification of Non-Discrimination

Contractor agrees that:

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

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

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

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

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

SUBMITTED BY:

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

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

CIVIL RIGHTS REQUIREMENTS

Civil Rights Requirements

Contractor:

Civil Rights Contact Person:

Title/Address:

Telephone Number:

Number of persons employed by the organizational unit:

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION:

Project Name: _____

Project Number: _____

Principal Contact: _____

*Firm Name / Contact Name / Title**Firm Address/ Phone Number/ Email Address*

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

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

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

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

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

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

(2) Where the undersigned is unable to certify to any of the statements in this certification, such Offeror/Bidder/Contractor/Subrecipient shall attach an explanation to this proposal*.

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

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

Signature/Authorized Certifying Official_____
Typed Name and Title_____
Prospective Contractor/Organization_____
Date Signed_____
Contractor License No. (if any)

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

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; the Uniform Guidance 2 CFR Part 200 and 45 CFR, Part 75 for HHS Awards – Contract Provisions, and the Notice of Grant Award).

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).

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.

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 or contractors 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.

Reference pg. II-7 of the [HHS Grants Policy Statement](#)

H. Drug-Free Workplace.

The personal policy must include the following:

- 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 (TVA), as amended (22 U.S.C. 7104 (g)), and is in addition to all other remedies available in this contract. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) "Employee" means either: an individual employed by you or a contractor who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3) "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes: a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). A for profit organization. (4) "Serve forms of trafficking in persons", "commercial sex acts", and "coercion" have the meaning given at section 103 of TVPA, as amended (22 U.S.C. 7102)

J. Federal Funding Accountability and Transparency Act (FFATA).

Contractor is subject to sub-award and executive compensation requirements in the FATA Sub-award Reporting System (FSRS).

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

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

- This requirement is for both mandatory and discretionary grants awarded on or after October 1, 2010.

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

K. Requirements for Federal Funding Accountability and Transparency Act Implementation.

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

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

a. Reporting of first-tier subawards.

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

b. Reporting of Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at the Central Contractor Registry.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the [Executive Compensation page](#) of the SEC website.)
2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

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

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

e. Definitions.

For purposes of this award term:

1. "Entity" means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. "Executive" means officers, managing partners, or any other employees in management positions.
3. "Subaward":
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. "Subrecipient" means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

M. Pilot Program for Enhancement of Contractor Whistleblower Protections.

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

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

N. Certification Regarding Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

O. The Consolidated Appropriations Act, 2022 § 202, (P.L. 117-103), enacted March 15, 2022. Salary Restriction. "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., restricts the amount of direct salary that may be paid to an individual under a ACL grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2022, the Executive Level II salary level is \$203,700. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may earn outside the applicant organization duties.

You may not use ACL funds to pay a salary in excess of this rate. This salary limitation also applies to subrecipients under a ACL grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award; although, as with all costs, those payments must meet the test of reasonableness and be consistent with the recipient's institutional policy.

Note: an individual's base salary, per se, is not constrained by the statutory provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to ACL grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.

P. 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."

S. 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."

T. 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.

U. 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.

V. 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.

X. Prohibition on certain telecommunications and video surveillance service or equipment

Effective August 13, 2020, HHS issued new provisions to loan, grant or cooperative agreement awards (does not apply to no-competing continuation awards):

As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

- (1) Procure or obtain,
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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:

Name of Authorized Official:

Name of Organization:

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

UNIFORM GUIDANCE - CONTRACT CLAUSES

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

Federal Funds

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

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

UNIFORM GUIDANCE – SPECIAL PROGRAM CONTRACT CLAUSES

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

Updates to the Uniform Guidance 2 CFR Part 200 (Appendix II) and 45 CFR, Part 75 (Appendix II) for HHS Awards

1. Compliance with the Federal Awardee Performance and Integrity Information System

§ 200.113 Mandatory disclosures. (Uniform Grant)- Federal Awardee Performance and Integrity Information System (FAPIIS)

Service Provider shall comply with the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

[85 FR 49539, Aug. 13, 2020]

Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

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

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. [Reserved]

[[80 FR 43310](#), July 22, 2015, as amended at [85 FR 49582](#), Aug. 13, 2020]

2. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The parties agree to the following contract clauses as applicable to this contract. Service Provider agrees to include them in all contracts as applicable and to flow through the requirement in any subcontracts.

“Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – Uniform Guidance Appendix II B of the Uniform Guidance- 2-CFR Part 200 Contract Provision, to flow through and include the following in all contracts, as applicable.

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]"

3. Domestic preference for procurements.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4. Prohibition on certain telecommunications and video surveillance services or equipment.

200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

5. Procurement of recovered materials.

§ 200.323 Procurement of recovered materials.

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

6. (New) Buy American Preference – effective May 14, 2022

Offerors/Service Providers/Contractors/Subrecipients – are advised that this clause will be updated in the future as more information becomes available from the Federal Grantors.

References: **Build America, Buy America Act (BABAA)**, section 70914 of P.L. 117-58, §§ 70901-52 also known as the Infrastructure Investment and Jobs Act.

OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Assistance Programs for Infrastructure.

A copy of OMB M-22-11 is available at:

<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>,

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

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

XVII. APPENDICES OF PROGRAM FORMS

Appendix C-1 Intake, Profile and Referral Form

Appendix C-2 Intake, Profile and Referral (IPR) Record Change and Service Update Form

Appendix C-3 Program Budget

Appendix C-4 Monthly Program Reporting Forms

**SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) FORM**

INSTRUCTIONS

Title III reporting requirements provide statistical data for management and advocacy initiatives serving as indicators for new and continued funding of programs for seniors. The data collected is used for budget justifications, congressional inquiries, program development and mandated reports for federal, state and local agencies. Information must be accurate for it to be useful in supporting program services.

- ♦ **FORM:** This form is an Intake, Profile and Referral (IPR) Form, and not an assessment form. Profile characteristics are used in developing new programs to meet the needs of the elderly. Each Service Provider may have their own assessment form for their specific programs.
- ♦ **DATA RETENTION:** Client data is inputted and retained in a main registry.
- ♦ **INCOME LEVEL:** The Income Level is based on the U.S. Department of Health and Human Services Poverty Guidelines and shall be completed before the Intake, Profile and Referral Form is processed.
- ♦ **PRIORITIZATION OF SERVICES:** Based on the need to activate Prioritization of Services, the number of persons to be served will be determined by the existing conditions of clients enrolled in a program and those on a wait list at the time of implementation. Information on mobility, support system, housing condition, activities of daily living, health status and financial assets is collected should prioritization of services be necessary.
- ♦ **REFUSAL TO ANSWER:** Should a client refuse to answer a certain question, leave it blank. In the comments section, list the reason for not answering the question. This does not apply to Income Level.
- ♦ **SIGNATURE:** The signature of the client or responsible party is required before services can be provided.
- ♦ **SPECIAL ACCOMMODATIONS:** Clients requiring special accommodations shall inform the program in advance of their requirements.

♦ **PROGRAM SPECIFIC INFORMATION:**

- **Case Management Services.** Case Management Services Program provides a systematic process of assessment and reassessment, planning, service and care coordination, referral, and monitoring. The Case Management Services Program serves as a key entry point for aging services, determines eligibility and authorizes services for individuals requesting Adult Day Care Services, In-Home Services and Home-Delivered Meals. Entry into these programs shall not be permitted before an assessment is made and eligibility established by Case Management Services.
- **Transportation Services.** In order to meet demands, clients requesting transportation shall make reservations with the Transportation Services Program in advance for service. If the date requested cannot be accommodated, the Transportation Services Program shall recommend an alternate date. Requests for persons using wheelchairs or having a Personal Assistant/Personal Care Attendant shall be made in the same manner, whether for Center participation or to and from medical appointments, etc.
- **Elderly Nutrition Program.** To the extent practicable, meals are prepared to meet special dietary needs of eligible participants, and shall be supported by a statement from the client's doctor or religious leader stating the necessity for special meals. Mechanical (chopped) or pureed (blenderized) meals are not classified as special meals and shall be provided to the client at their request.

**FOR ADULT PROTECTIVE SERVICES (APS)
REFERRALS, CALL (671) 735-7421 / 7415
Monday – Friday, 8 a.m. to 5 p.m.
(Except on Recognized Holidays)
OR
24-HOUR APS
CRISIS INTERVENTION HOTLINE
at (671) 632-8853
TWENTY-FOUR HOURS A DAY
SEVEN DAYS A WEEK.**

**SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) FORM**
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

A. CLIENT IDENTIFICATION		
Last Name		
First Name		
Middle Name		
Nickname		
Email Address		
Homeless	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Receives Care from NFCSP Caregiver	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Requires Assistance in an Emergency	<input type="checkbox"/> Yes (Specify)	<input type="checkbox"/> No
Home Address		
Mailing Address		
Phone (1)		
Phone (2)		
B. CLIENT CONTACTS		
Primary Emergency Contact		
Relationship		
Address		
Phone		
Email		
Physician Contact		
Physician Type		
Address		

Phone			
Email			
Primary Caregiver			
Relationship			
Address			
Phone			
Email			
Personal Contact			
Relationship			
Address			
Phone			
Email			
C. CLIENT DEMOGRAPHICS			
Date of Birth		Age	
Gender	<input type="checkbox"/> Male		<input type="checkbox"/> Female
Transgender	<input type="checkbox"/> Male		<input type="checkbox"/> Female
Disabled	<input type="checkbox"/> Yes (Specify Type)		<input type="checkbox"/> No
Disability	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Not Applicable (N/A)		
Physical Disability	(Specify)	<input type="checkbox"/> N/A	
Intellectual Disability	(Specify)	<input type="checkbox"/> N/A	
Mental Illness	(Specify)	<input type="checkbox"/> N/A	
Cerebral Palsy	(Specify)	<input type="checkbox"/> N/A	
If < 60 Reason for Service	<input type="checkbox"/> Caregiver <input type="checkbox"/> Disabled <input type="checkbox"/> Meal <input type="checkbox"/> Volunteer	<input type="checkbox"/> Other: _____ <input type="checkbox"/> Spouse <input type="checkbox"/> N/A	
Citizenship (Specify)			

CLIENT'S NAME: _____ ID: _____ PROGRAM ID: _____
 (Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 5.12.2022). All other forms remain obsolete.

Page 1 of 9

**SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) FORM**
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Race (Specify)	<input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Other <input type="checkbox"/> Multiple	Urban/Rural	<input checked="" type="checkbox"/> Rural
Ethnicity	(Specify)	Housing Type	<input type="checkbox"/> House/Own <input type="checkbox"/> House/Rent <input type="checkbox"/> Apartment/Duplex <input type="checkbox"/> Residential Care Facility <input type="checkbox"/> Nursing Facility <input type="checkbox"/> Other <input type="checkbox"/> None
Primary Language	(Specify)	Lives With	<input type="checkbox"/> Alone <input type="checkbox"/> Family <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Relative <input type="checkbox"/> Other
English Fluency	<input type="checkbox"/> Needs Translation <input type="checkbox"/> Limited <input type="checkbox"/> Fluent	Referral Source	<input type="checkbox"/> Self <input type="checkbox"/> Family/Friend <input type="checkbox"/> Agency: _____ <input type="checkbox"/> Other: _____
Literacy	<input type="checkbox"/> In English <input type="checkbox"/> In Primary Language <input type="checkbox"/> In Both <input type="checkbox"/> Illiterate	Sources of Support	<input type="checkbox"/> Family <input type="checkbox"/> Friend/Neighbor <input type="checkbox"/> Paid Help <input type="checkbox"/> Has help but unsure who provides help <input type="checkbox"/> Unknown
Relationship Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Single (Never Been Married) <input type="checkbox"/> Widowed <input type="checkbox"/> Domestic Partner	Assisted Transportation	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employment Status	<input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Retired <input type="checkbox"/> Un-Employed <input type="checkbox"/> Volunteer <input type="checkbox"/> Disabled	Needs an Escort	<input type="checkbox"/> Yes <input type="checkbox"/> No
Veteran Status	<input type="checkbox"/> Veteran <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> No	Primary Transportation	<input type="checkbox"/> Owns Car <input type="checkbox"/> Aide <input type="checkbox"/> Friend <input type="checkbox"/> Public Transport <input type="checkbox"/> Senior Transport <input type="checkbox"/> Family <input type="checkbox"/> Other <input type="checkbox"/> None

CLIENT'S NAME: _____ ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 5.12.2022). All other forms remain obsolete.

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**SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

Income Level				
Is your income less than				
Unit Size	Per Month	Per Year	Yes	No
One (1)	\$1,329.00	\$15,950.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Two (2)	\$1,795.83	\$21,550.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Three (3)	\$2,262.50	\$27,150.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Four (4)	\$2,729.17	\$32,750.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Five (5)	\$3,195.83	\$38,350.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Six (6)	\$3,662.50	\$43,950.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Seven (7)	\$4,129.17	\$49,550.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Eight (8)	\$4,595.83	\$55,150.00		
<input type="checkbox"/> For families/households with more than 8 persons, add \$5,600 for each additional member. \$ _____				
Income Information	<input type="checkbox"/> Above 100% FPL <input type="checkbox"/> At or Below 100% FPL			
Financial Assets <i>(Refer to FAS Scale)</i>	<input type="checkbox"/> 29% to 49% below the poverty level <input type="checkbox"/> 50% to 74% below the poverty level <input type="checkbox"/> 75% or greater below the poverty level <input type="checkbox"/> N/A			
Receives Social Security	<input type="checkbox"/> None <input type="checkbox"/> Retirement <input type="checkbox"/> Disability <input type="checkbox"/> Dependent			

Receives Private Pension	<input type="checkbox"/> Yes <input type="checkbox"/> No
Health Insurance	(Specify)
Medicare	<input type="checkbox"/> Part A <input type="checkbox"/> Part B Claim No. _____ <input type="checkbox"/> None <input type="checkbox"/> Part D Claim No. _____ <input type="checkbox"/> None <input type="checkbox"/> Medicare Supplemental Claim No. _____ <input type="checkbox"/> None
Medicaid	<input type="checkbox"/> Yes Claim No. _____ <input type="checkbox"/> None
Guardian/Conservator	<input type="checkbox"/> None <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary
Person/ Organization Holding Guardianship/ Conservatorship	
Guardian Conservator Type	<input type="checkbox"/> Estate <input type="checkbox"/> Person <input type="checkbox"/> Both <input type="checkbox"/> Dementia Power <input type="checkbox"/> Medical Authority <input type="checkbox"/> None
Durable Power of Attorney	<input type="checkbox"/> Unknown <input type="checkbox"/> Limited <input type="checkbox"/> Health <input type="checkbox"/> Both <input type="checkbox"/> None

CLIENT'S NAME: _____ ID: _____ PROGRAM ID: _____
 (Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 5.12.2022). All other forms remain obsolete.

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**SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) FORM**
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Supplemental Nutrition Assistance Program (SNAP)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Assistive Devices (Specify)	
D. CLIENT FUNCTIONAL ASSESSMENT		Mobility Devices (Specify)	
Impairment of Activities of Daily Living (ADL): Indicate the inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues:		Impairment in Instrumental Activities of Daily Living (IADL): Indicate the inability to perform one or more of the following eight instrumental activities of daily living without personal assistance, stand-by assistance, supervision or cues:	
Transfer Mobility	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent	Preparing Meals	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Bathing	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent	Shopping for Personal Items	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Dressing	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent	Medication Management	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Toileting	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent	Managing Money	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Eating	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent	Using Telephone	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Ambulating (i.e. Walking)	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent	Doing Heavy Housework	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent

CLIENT'S NAME: _____ ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 5.12.2022). All other forms remain obsolete.

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**SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) FORM**
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Doing Light Housework	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Transportation Ability (Refers to the individual's ability to make use of available transportation without assistance)	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Communication Skills Status	
Receptive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Does Not Understand
Expressive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Cannot Be Understood
Sensory Skills	
Vision	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Limited <input type="checkbox"/> Legally Blind <input type="checkbox"/> Blind <input type="checkbox"/> Glasses <input type="checkbox"/> Other
Hearing	<input type="checkbox"/> Good <input type="checkbox"/> Limited <input type="checkbox"/> Deaf <input type="checkbox"/> Unknown <input type="checkbox"/> Hearing Aid <input type="checkbox"/> Other

Support System	<input type="checkbox"/> Unknown <input type="checkbox"/> Support is Available <input type="checkbox"/> Minimum Support <input type="checkbox"/> No Support
Housing	<input type="checkbox"/> Unknown <input type="checkbox"/> Full Concrete <input type="checkbox"/> Semi Concrete <input type="checkbox"/> Tin and Wood
Homebound	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No
Bedridden	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No

E. AGING SERVICES REQUESTED

☐ **Adult Day Care (ADC) Services**

(Specify Center) _____

☐ **Elderly Nutrition Program (ENP):**

☐ Congregate Meals (Center/Day Care)
☐ Home-Delivered Meals (Homebound)

Meal Type:

☐ Regular
☐ Mechanical
☐ Chopped
☐ Pureed/Blenderized
☐ Special (Provide document from physician or religious leader to certify special meal requirement)

☐ **Case Management Services (CMS)**

☐ **In-Home Services (IHS)**

☐ **Legal Assistance Services (LAS)**

(Specify) _____

Expedite for ADC Admission	Received By/Date
----------------------------	------------------

☐ **National Family Caregiver Support Program (NFCSP)**

CLIENT'S NAME: _____ ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 5.12.2022). All other forms remain obsolete.

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**SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

☐ **Senior Center Operations (SCO)**

(Specify Center) _____

- ☐ Has an individual with disability 18 and older who lives with the older individual

☐ **Transportation Services (TSP)**

- ☐ Walks with no assistance (Non-Assisted)
☐ Walks with assistance (Assisted)
☐ Field Trips
☐ Food Commodity (Center)
☐ Food Commodity (Non-Center)

COMMENTS:

F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION

A client is considered High Risk under Emergency Declaration if any of the following exists. This information shall be provided to the client's village mayor in preparation for emergencies. **Check all that apply.**

- ☐ Bedridden.
☐ Requires transportation and/or escort assistance for evacuation to shelter, e.g., those living alone.
☐ Requires refrigeration of medication and/or is insulin dependent.
☐ Requires oxygen.
☐ Lives in substandard housing.
☐ Lives in a low-lying area.
☐ Lives alone.
☐ Not Applicable.

G. ELIGIBILITY AND CONSENT OF CLIENT

Individuals age sixty (60) years and older are eligible for Title III programs under the Older Americans Act. This Act also prioritizes services for:

- ◆ Persons who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated; and
- ◆ Persons with greatest economic need and older individuals with greatest social needs (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas); and
- ◆ Older individuals with disabilities (with particular attention to individuals with severe disabilities).

Voluntary contributions to Title III programs are encouraged and used to expand services. Services may not be denied because the client will not or cannot contribute to the cost of the program.

I CERTIFY THE INFORMATION GIVEN BY ME IS TRUE TO THE BEST OF MY KNOWLEDGE, AND I UNDERSTAND IT WILL BE KEPT CONFIDENTIAL AND USED ONLY TO HELP ME RECEIVE THE BENEFITS/SERVICES WHICH I MAY BE ENTITLED.

I HEREBY AUTHORIZE THE DISCLOSURE AND RELEASE OF THIS INFORMATION ONLY FOR THE PURPOSES FOR WHICH IT IS INTENDED. THIS AUTHORIZATION MAY BE REVOKED BY THE UNDERSIGNED AT ANY TIME BY GIVING WRITTEN NOTICE TO THE PARTIES AUTHORIZED HEREIN.

Signature of Client or
Authorized
Representative (AR)

Date

Relationship to Client,
if AR

H. INTAKE INFORMATION

CLIENT'S NAME: _____ ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 5.12.2022). All other forms remain obsolete.

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Appendix C-2

**SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

Intake Worker	
Signature of Intake Worker	
Date/Time of Intake	
Organization	
Phone Number	
IPR Forwarded To <input type="checkbox"/> Case Management Services Program <input type="checkbox"/> Adult Day Care Services Program _____ (Specify Center) <input type="checkbox"/> In-Home Services Program <input type="checkbox"/> Elderly Nutrition Program (Home-Delivered Meals) <input type="checkbox"/> Elderly Nutrition Program (Congregate Meals) <input type="checkbox"/> Legal Assistance Services Program <input type="checkbox"/> Senior Center Operations Program _____ (Specify Center) <input type="checkbox"/> Transportation Services Program <input type="checkbox"/> National Family Caregiver Support Program <input type="checkbox"/> Preventive Health Program	
Forwarded By	
Date Forwarded	
Time Forwarded	
I. RECEIVING ORGANIZATION INFORMATION	

IPR Received By	
Date	
Time	
Date of Initial Contact with Client	
Time of Initial Contact with Client	
Time of Intake	
Organization	
Phone Number	

***MyPlate 10 Health Eating Tips for
People age 65+****

1. *Drink plenty of liquids.*
2. *Make eating a social event.*
3. *Plan healthy meals.*
4. *Know how much to eat.*
5. *Vary your vegetables.*
6. *Eat for your teeth and gums.*
7. *Use herbs and spices.*
8. *Keep food safe.*
9. *Read the Nutrition Facts label.*
10. *Ask your doctor about vitamins and supplements.*

**Ref.: <http://www.choosemyplate.gov/choosing-healthy-meals-you-get-older#sthash.PROfnx5z.dpuf>*

CLIENT'S NAME: _____ ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

OSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 5.12.2022). All other forms remain obsolete.

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**SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

J. CLIENT'S HOME

IF MAP IS SENT SEPARATELY, INCLUDE THE CLIENT'S NAME AND SSN AT TOP OF MAP

Does the home have an accessible driveway?

☐ Yes

☐ No

If you use a wheelchair, is there an accessible ramp?

☐ Yes

☐ No

MAP TO THE CLIENT'S HOME

In the box below, draw a map to the client's residence marking the client's home with an "X". Indicate the house number, street name and the village where the client is from. Include primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc. ***All pets at your home shall be controlled by leash, cage, etc. in accordance with P.L. 22-13 and 26-76.***



CLIENT'S NAME: _____ ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 5.12.2022). All other forms remain obsolete.

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SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Use of this form will record a change or document a program service update to a client's *Intake, Profile and Referral* form or to the most recent *Record Change and Service Update* form on file. Requested changes should be supported with proper documentation i.e. Marriage Certificate, Mayor's Verification, etc.

Please check (v) if this is a Record Change or Service Update Change, or both:

<input type="checkbox"/> RECORD CHANGE	<input type="checkbox"/> SERVICE UPDATE CHANGE
---	---

Name (Last, First, Middle Initial)	Date of Birth (MM/DD/YY)
Guam GetCare Identification Number	Effective Date of Action (MM/DD/YY)

For Areas A, B, C, D, E, F, and J, please add additional lines as needed.

A. CLIENT IDENTIFICATION (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

B. CLIENT CONTACTS (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

C. CLIENT DEMOGRAPHICS (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

D. CLIENT FUNCTIONAL ASSESSMENT (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

E. AGING SERVICES REQUESTED (SERVICE UPDATE CHANGE)		
<small>Indicate the specific program, and describe the change in service to include effective date of period change, and duration of change.</small>		
AREA OF CHANGE	FROM	TO

CLIENT'S NAME: _____ GETCARE ID: _____ PROGRAM ID: _____ Page 1 of 2
 (Last, First, Middle Name)

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM (Revised: 10.11.21). All other forms remain obsolete.

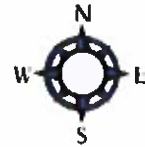
SENIOR CITIZENS AGING SERVICES FY-2022
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
 PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

F. HIGH RISK CLIENT UNDER EMERGENCY DECLARATION (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

J. CLIENT'S HOME (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

DRAW A MAP TO THE CLIENT'S HOME (RECORD CHANGE)

(Indicate primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc.)



INTAKE INFORMATION		PROGRAM MANAGER	
Name of Intake Worker		Name of Program Manager	
Signature of Intake Worker		Signature of Program Manager	
Date of Intake		Date of Review	
Organization		DISPOSITION	
Aging Program		<input type="checkbox"/> APPROVED Effective Date: _____	
Contact No.		<input type="checkbox"/> DISAPPROVED Reason: _____	
Date Forwarded to Program Manager			

CLIENT'S NAME: _____ GETCARE ID: _____ PROGRAM ID: _____
 (Last, First, Middle Name)

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM (Revised: 10.11.21). All other forms remain obsolete.

DSC-001-PB

Health & Welfare @ \$ (CURRENT US DOL RATE)

DSC-001-P

FY – _____ TRANSMITTAL PAGE

**IN-HOME SERVICES
MONTHLY PROGRAM REPORT**

SELECT ONE:

- | | | | |
|------------------------------|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> OCT | <input type="checkbox"/> JAN | <input type="checkbox"/> APR | <input type="checkbox"/> JUL |
| <input type="checkbox"/> NOV | <input type="checkbox"/> FEB | <input type="checkbox"/> MAY | <input type="checkbox"/> AUG |
| <input type="checkbox"/> DEC | <input type="checkbox"/> MAR | <input type="checkbox"/> JUN | <input type="checkbox"/> SEP |

REVIEWED BY:	NAME OF PROGRAM MANAGER & SIGNATURE:
APPROVED BY:	NAME OF EXECUTIVE OR PROGRAM DIRECTOR & SIGNATURE:
SUBMITTED BY:	SERVICE PROVIDER'S NAME:
DATE OF SUBMISSION:	

DSC IHS

FY - _____ INVOICE				
FROM:	ADDRESS:	INVOICE NO.	DATE:	
TO: Department of Public Health and Social Services 123 Chalan Karcia Mangilao, Guam 96913-6304		ORDER OF AGREEMENT NO. Account # _____ Contract # _____ Vendor # _____		
ITEM NO.	ARTICLES OF SERVICES	QUANTITY	UNIT	AMOUNT
	In-Home Services for the month of:			\$ -
TOTAL: \$ -				
Services have been rendered satisfactorily. _____ Administrator, Division of Senior Citizens		Allotment Charge: _____ _____ CONCURRED BY: _____ DPH&SS Director		
I CERTIFY that this invoice is correct, just, and that payment therefore has not been received.		_____ Date		
_____ Signature of Payee		_____ Date		
_____ Date		_____ Certifying Officer, DPH&SS		
		_____ Date		

DSC - IIIS

FY-_____EXPENDITURE REPORT
NAME OF SERVICE PROVIDER
IN-HOME SERVICES PROGRAM

FOR THE MONTH ENDING: _____

PERSONNEL & BENEFITS COSTS (110/111) *As Transferred from Page 2	ADMINISTRATIVE COSTS		SERVICE EXPENDITURES		TOTALS	
	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE	CURRENT	YTD CUMULATIVE
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Subtotal (110/111)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL (220)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Subtotal (220)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL (230)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Subtotal (230)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUPPLIES AND MATERIALS (240)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Subtotal (240)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT (250) (under \$5,000)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Subtotal (250)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS (290)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Subtotal (290)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UTILITIES (360)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Subtotal (360)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY (450) (over \$5,000)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Subtotal (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DSC - B/S

IN-HOME SERVICES PROGRAM

Pay Period Start/End Dates:**Totals (Transfer to Monthly Expenditure Report):**

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FY-_____ PROGRAM INCOME REPORT

NAME OF SERVICE PROVIDER

IN-HOME SERVICES PROGRAM

FOR THE MONTH ENDING:

*PLEASE SPECIFY	MONTHLY CONTRIBUTIONS		YEAR-TO-DATE CONTRIBUTIONS	
	CASH	IN-KIND (CASH VALUE)	CASH	IN-KIND (CASH VALUE)
*SERVICE CONTRIBUTIONS (DONATIONS AND GIFTS)			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
*GRANT OPPORTUNITIES			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL AMOUNT (CASH)	\$ -		\$ -	
*IN-KIND CONTRIBUTIONS				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL AMOUNT (IN-KIND VALUE)		\$ -		\$ -

DSC - IHS

FY-_____ PROGRAM INCOME EXPENDITURES REPORT
NAME OF SERVICE PROVIDER
IN-HOME SERVICES PROGRAM

FOR THE MONTH ENDING:

PLEASE SPECIFY	ADMINISTRATIVE COSTS		SERVICE EXPENDITURES		TOTAL	TOTAL YTD
	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE
PERSONNEL COSTS (110/111)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (110/111)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL (220)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (220)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL (230)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (230)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUPPLIES AND MATERIALS (240)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (240)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT (250) (under \$5,000.00)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (250)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS (290)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (290)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UTILITIES (360)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (360)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY (450) (over \$5,000.00)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DSC - IHS

NAME OF SERVICE PROVIDER
IN-HOME SERVICES PROGRAM

MONTH	INVOICE NUMBER	MONTHLY RECEIVABLES		YEAR-TO-DATE PAID	
		AMOUNT	BALANCE DUE	AMOUNT	BALANCE DUE
October			\$ -		\$ -
November			\$ -		\$ -
December			\$ -		\$ -
January			\$ -		\$ -
February			\$ -		\$ -
March			\$ -		\$ -
April			\$ -		\$ -
May			\$ -		\$ -
June			\$ -		\$ -
July			\$ -		\$ -
August			\$ -		\$ -
September			\$ -		\$ -
TOTAL AMOUNT		\$ -	\$ -	\$ -	\$ -

Page 157 of 178

Service Provider: _____

Program: In-Home Services

A. CLIENT COUNT		Month Total	YTD
1.	Clients Served this Month: Beginning of Fiscal Year (<i>Excluding New Clients Served</i>)		
2.	Total Intake, Profile and Referrals (IPRs) Form Received		
3.	Total IPRs Determined to be Ineligible		
New Clients Served			
	a. From IPRs..... <input type="text"/>		
4.	b. From Returned to Active Status (<i>New this FY</i>)..... + <input type="text"/>		
	c. From Waiting List..... + <input type="text"/>		
	d. New Clients Served for this month..... = <input type="text"/>		
5.	Total Unduplicated Active Clients for the Month (<i>Add Month Total Lines 1 & 4 inclusive of Clients Returned to Active Status previous this FY</i>)		
6.	Total Unduplicated Clients Registered for Fiscal Year		
CLIENTS ACTIVITY			
Waiting List (<i>Clients not receiving any services</i>)		Aggregate	
	a. YTD from previous month..... <input type="text"/>		
7.	b. NEW Clients added to the Waiting List..... + <input type="text"/>		
	c. Enter the value from Box 4c..... - <input type="text"/>		
	d. Removed from Wait List (<i>no service provided</i>)..... - <input type="text"/>		
	e. Total Waiting List for this month..... = <input type="text"/>		
Partial Services List (<i>Clients receiving some degree of services</i>)		Aggregate	
	a. YTD from previous month..... <input type="text"/>		
8.	b. NEW Clients added to the Partial Services List..... + <input type="text"/>		
	c. Removed from Partial List (<i>no service provided</i>)..... - <input type="text"/>		
	d. Total Partial Services List for this month..... = <input type="text"/>		
B. UNITS OF SERVICE		Month Total	YTD
1.	Chore (1 Hour)		
2.	Homemaker (1 Hour)		
3.	Personal Care (1 Hour)		
4.	Information and Assistance (1 Contact)		
5.	Outreach (1 Contact)		
BREAKDOWN OF CLIENTS SERVED		New This Month	YTD
1.	Number of Clients Receiving Chore Services		
2.	Number of Clients Receiving Homemaker Services		
3.	Number of Clients Receiving Personal Care Services		

Service Provider: _____

Program: In-Home Services

C. CLIENTS' ETHNICITY		(Total Clients = Line A.1 of Page 1)	New This Month	YTD	
Freely Associated States Clients					
1A.	a. Chuukese	Compact Impact Reporting Requirements for Freely Associated States (FAS)			
	b. Kosraean				
	c. Pohnpeian				
	d. Yapese				
	e. Marshallese				
	f. Palauan				
1B. Total FAS Clients (Add lines 1A - a through f)					
NAPIS (National Aging Program Information System) Reporting Requirements					
2. American Indian or Native Alaskan					
3A.	Asian:				
	a. Cambodian				
	b. Chinese (inclusive of Taiwanese)				
	c. Indian				
	d. Japanese (inclusive of Okinawans)				
	e. Korean				
	f. Malaysian				
	g. Pakistani				
	h. Filipinos				
	i. Thai				
	j. Vietnamese				
3B. Total Asian Clients (Add lines 3A - a through j)					
4. Black or African American					
5. Hispanic or Latino					
6A.	Native Hawaiian or other Pacific Islander				
	a. Chamorro (Guam)				
	b. Hawaiian				
	c. NMI (person having origins from Saipan, Rota or Tinian)				
	d. Samoan				
	e. Carolinian				
6B. Total Native Hawaiian or other Pacific Islander (Add lines 6A - a through f)					
7. White					
8. Total Clients (Equals the sum of lines 2, 3B, 4, 5, 6B and 7)					
D. CITIZENSHIP		U.S.		NON - U.S.	
		Month Total	YTD	Month Total	YTD

DSC - IHS

Service Provider: _____

Program: In-Home Services

E. VOLUNTEER(S)		Month Total	YTD
1.	Number of Volunteers - 60 years of age and above (For Month Total, ONLY report those NEW Volunteers for the Month)		
2.	Number of Volunteers - 59 years of age and below (For Month Total, ONLY report those NEW Volunteers for the Month)		
3.	Volunteer Hours Performed		
CLIENTS PROGRAM SPECIFIC PROFILE		Month Total	YTD
1.	Number of Missed Scheduled Visits (By Client)		
2.	Number of Telephone Reassurance (1 Call)		
3.	Number of Visits Prompted by Missed Telephone Reassurance Calls		
CLIENT STATUS REPORT		Month Total	YTD
1.	Deceased		
2.	Hospitalization		
3.	Off-Island		
4.	Relocation		
5.	Request to Discontinue Services		
6.	Suspension		
7.	CMS Reassessment		

DSC - IHS

FY-_____ MONTHLY PROGRAM SUMMARY
NAME OF SERVICE PROVIDER
IN-HOME SERVICES

[Indicate Month & Year]

PROGRAM SUMMARY:

A. New Activities

- 1) Workshops, Conferences, Presentations and Training attended by program personnel, volunteers and student interns (include names of program personnel, volunteers and student interns, dates, titles, presenters and locations) *[Note: Please attach Workshop, Conference, Presentation and/or Training Agenda's with Monthly Report]*

Name of Program Personnel / Volunteer / Student Intern	Date, Day & Time	Title	Presenter	Location

- 2) Suggestions from Clients (Surveys/Suggestion Box)

B. Program Personnel Accomplishments: Provide a narrative highlighting the purpose and/or impact and benefit of the activity facilitated to include results achieved by the program personnel, volunteers and student interns

- 1) Workshops, Conferences, Presentations and Training facilitated by this program to increase program awareness (include dates, titles, presenters and locations) *[Note: Please attach Workshop, Conference, Presentation and/or Training Agenda with Monthly Report]*

Date, Day & Time	Title	Presenter	Location

- 2) Grants applied for or awarded to this program

C. Program Accomplishments: Provide a narrative and quantitative information highlighting the results achieved by the Service Provider:

D. Partial Services List (Response required to include the estimated cost to address)

E. Wait-List (Response required to include the estimated cost to address)

DSC – IHS

- F. Terminated Cases
- G. Categorical Listing of Unmet Need *(Response required)*
- H. Complaints, Problems and Concerns and Proposed Solutions:
 - 1) From Clients (to include services provided)
 - 2) From Program Personnel (to include services provided)
 - 3) Regarding Services Provided
 - 4) Regarding Facilities and Equipment
- H. Plans for Next Month:
 - 1) Program Personnel and Volunteers Training Plan
 - 2) Program and Management Plan
 - a) Identify changes in administrative policies and/or procedures to improve program operations
 - b) Presentation and Outreach Plan
 - 3) Advisory Council Meetings *(Response required with copy of meeting agenda and minutes as applicable)*
 - 4) Multi-Disciplinary Team (MDT) Meetings *(Response required with copy of meeting agenda and minutes as applicable)*
 - 5) Program Personnel Meetings *(Response required with copy of meeting agenda and minutes as applicable)*

DSC - IHS

XVIII. APPENDICES SAMPLE CONTRACT

Appendix D-1 Sample Contract (To Be Provided at a Future Date)

Appendix D-2 Notice of Grant Award (To Be Received)

This section reserved for Appendix D-1 to D-2 to be provided at a future date.

XIX. APPENDICES ADDITIONAL INFORMATION

- Appendix E-1 Introduction to Aging Program Services
- Appendix E-2 Division of Senior Citizens (DSC)/Bureau of Program Administration and Development (BPAD) – Organizational Chart
- Appendix E-3 Division of Senior Citizens (DSC)/Bureau of Program Administration and Development (BPAD) – Program Assignment Organizational Chart
- Appendix E-4 Aging and Disability Resource Center (ADRC) Flow Chart – Consumer
- Appendix E-5 Aging and Disability Resource Center (ADRC) Flow Chart – Service Provider
- Appendix E-6 Monthly Reporting Timelines
- Appendix E-7 Do's and Don'ts as to Reports, Invoices, and Payments
- Appendix E-8 OMB Memorandum M-22-11 Initial Implementation Guidance on Application of Buy America Preference in Federal Assistance Programs for Infrastructure

ATTACHMENT C - AGING PROGRAM SERVICES

Through funding from the ACL, Administration on Aging, as authorized through the Older Americans Act of 1965, as amended, the Guam SOA provides the following services, either directly or through contract:

A) Title III-B Supportive Services

Services include three Adult Day Care Centers, Case Management Services, In-Home Services, Legal Assistance Services, 12 Senior Citizens Centers, and Fixed and Non-Fixed Transportation Services. These services comprise a component of the formal support system for older individuals to assist them in maintaining their independence, dignity and quality of life. Additionally, these services protect their fundamental rights and distinct privileges as older individuals residing on Guam.

1) Adult Day Care (ADC)

The three ADC Centers provides a respite type program for older adults who are unable to function at home without supportive services and who do not need 24 hour care. Activities are individualized and consider the education, social, therapeutic, spiritual, and recreational needs of the older individual. Of the three (3) facilities authorized as ADC Centers, one (1) located in Dededo specifically serves clients with confirmed cases of dementia (ADC: Dementia Center), the other located in Barrigada serves all other eligible clients (ADC), and the third center located in Inarajan serves both clients with and without dementia, providing care to a combined approximate total of 94 clients at any given time of the day.

2) Case Management Services (CMS)

The CMS program provides services to elderly individuals in a systematic process of assessment and reassessment, planning, service and care coordination, referral, and monitoring whereby multiple service needs of clients are met with available resources, and unmet needs identified. The CMS program serves as the point of entry for the Adult Day Care, In-Home Services and Elderly Nutrition (Home-Delivered Meals) programs. Other services provided include, but is not limited to providing information and referral, assistance in applying for public assistance (housing, welfare, Medicaid, MIP, legal services, etc.), assisted transportation, money management, and picking up medications. The provision of CMS services is performed through traditional casework practices with the client and caseworker developing a person-centered Individualized Care Plan (ICP) that reflects the needs and desires of the client. The client is provided options for long-term services and supports (LTSS) and it is the client who decides which if any of the LTSS is going to be accessed or a referral is made for services. Further, the staff of this program collaborate with local health facilities (i.e. hospital) to transition clients back to their homes or in some cases from their participation at one of the 12 Senior Citizens Centers to one of the three Adult Day Care Centers. The Guam SOA is working on contracting the development of the web-based information and management system that establishes communication among participating agencies in order to increase access of seniors age 50 and older and adults 18 and older with disabilities to information and linkages to long-term services and supports.

3) In-Home Services (IHS)

The IHS program provides assistance to frail individuals who are without a caretaker and are at risk of institutionalization due to limitations on their ability to function independently, as well as to frail individuals who have a caretaker, but who may need additional assistance with personal care and chore services at home. This program is an essential part of the overall support that caregivers may need to keep their senior family member at home and to prevent premature institutionalization, abuse and off-island placements.

4) Legal Assistance Services (LAS)

Legal Assistance Services provides legal advice and representation by an attorney to older individuals with economic or social needs and includes to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney; and counseling or representation by a non-lawyer where permitted by law to approximately 300 eligible older individuals.

5) Senior Center Operations (SCO)

The SCO program provides services designed to enable older individuals attain and maintain physical and mental well-being by addressing their physical, social, psychological, economic, educational, and recreational and health needs. SCO services are available to individuals age 60 years or older and their spouse below age 60, provided the spouse is accompanying the participating senior. The Centers offers participants a broad spectrum of services and activities, which at a minimum, include information and assistance, disease prevention and health promotion activities, health and wellness programs, recreational opportunities, arts programs, volunteer opportunities, educational opportunities, multi-generational activities, social and community interaction opportunities, activities to support annual Senior Citizens' Month Celebrations, and other special activities and services. The 12 Senior Centers are located in the villages of Agana Heights, Agat, Astumbo, Dededo, Inarajan, Mangilao, Merizo, Santa Rita, Sinajana, Tamuning, Yigo, and Yona/Talofofo.

6) Transportation Services Program (TSP)

The TSP provides transportation services to older persons who are unable to operate a vehicle or have no mode of transportation to enable them to gain mobility and independence in accessing essential services. Persons who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, are given priority in the delivery of transportation services. Services may also be available to a non-senior spouse or escort accompanying the older participating individual. Vehicles used to transport older individuals who have a disability are in compliance with the requirements of the Americans with Disabilities Act. The TSP consists of two (2) service components:

Transportation (General). This is a door-to-door service that provides transportation for the senior from their home to one of the 12 Senior Citizens' Centers and three (3) Adult Day Care Centers, with a return trip home upon conclusion of the day's activities. This service applies to all adults, age 60 years and older and their accompanying spouse. Many of these persons would be homebound with no means of transportation without this service.

Assisted Transportation. The Assisted Transportation service provides assistance, including escort, to a senior who has difficulties (physical or cognitive) using regular vehicle transportation. This service provides transportation from their homes to specifically requested medical services such as: doctor's appointments, lab tests, therapy, pick up of prescriptions, dental appointments, and access to medical-related services (i.e., Medicare, Medicaid).

B) Title III-C Nutrition Services

This program ensures the provision of a hot, nutritious meal that meets a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. The meal service provided is lunch and the Guam SOA has designed the nutrition services contract to provide additional meal service, such as breakfast or dinner, should additional local funds be appropriated.

1) Elderly Nutrition Program (ENP) -- Congregate Meals (C1). ENP C1 services are provided to individuals age 60 years or older and their spouse, regardless of age, if accompanying the senior, in a congregate setting Monday through Friday, except on Federal and local holidays. The Government reserves the option of providing meals to volunteers working at the Centers and to individuals who have a disability whom otherwise meet Federal and local criteria. There are 15 congregate sites which include the 12 Senior Citizens Centers and the three Adult Day Care Centers.

2) Elderly Nutrition Program (ENP) -- Home-Delivered Meals (C2). The ENP C2 provides nutrition services to individuals age sixty (60) years or older who are home-bound and have difficulty performing at least two Activities of Daily Living and their spouse who serves as a primary caregiver regardless of age, in a home setting Monday through Sunday, except on the 10 recognized holidays as determined by the contracted vendor. If a senior accesses this service to its maximum service level, the senior could avail themselves of 355 meals in a fiscal year.

C) Title III-D Preventive Health

The Guam SOA provides Preventive Health services and information at the Senior Citizens Centers and Adult Day Care Centers. The objectives are to provide older individuals with opportunities for increased life expectancy and improved health and quality of life, and to enhance access to public and private programs that promote physical and mental well-being (Senior Outreach); to establish collaborative partnerships with public and private programs, agencies and organizations in the area of preventive health (Collaboration and Partnership); and to provide technical assistance in the establishment of government policies and programs that promote healthy aging and disease prevention, and that ensure access to quality health and long-term care (Systems and Policy). The Guam SOA shall, to the fullest extent possible, assure collaboration with and utilization of preventive health services provided by other departmental programs, public agencies, and community organizations.

Further, in FY 2015 the Guam SOA will be submitting to the DPHSS Director for his submission to the Association of State and Territorial Health Officials (ASTHO) the evidence-based work that has been and continues to be contractually performed by the University of Guam -

Cooperative Extension Program at the Senior Citizens and Adult Day Care Centers. The evidence-based project is from the National Council on Aging's *"Healthy Eating for Successful Living in Older Adults"*.

D) Title III-E National Family Caregiver Support Program (NFCSP)

Provides support services to families and older individuals that are relative caregivers caring for their frail elderly family members and to grandparents or older individuals who are relative caregivers of children who are 18 and under or adults with disability. The NFCSP provides the five basic services required by the Older Americans Act, as amended in 2006, as follows: information to caregivers about available services; assistance to caregivers in gaining access to supportive services; individual counseling, organization of support groups, and caregiver training to caregivers to assist the caregivers in making decisions and solving problems relating to their care giving roles; respite care to enable caregivers to be temporarily relieved from their care giving responsibilities; and supplemental services, on a limited basis, to complement the care provided by caregivers. The Guam SOA will be submitting to the DPHSS Director for his submission to ASTHO the body of work on caregiver training for para-professionals (paid caregivers) and the unpaid family caregivers. The caregiver training is being led by the tri-agency partners, which includes the Guam Community College's Allied Health, the Health Services of the Pacific, and the Guam SOA.

E) Title VII - Elder Rights

1) Elder Abuse Prevention

100% Federal funding provides resources for off-island training of staff, outreach and educational activities, and cost-sharing for administrative supplies, materials, and equipment in support of the locally funded Bureau of Adult Protective Services.

2) Long Term Care Ombudsman (LTCO) Program

Services provided by the LTCO protect the health, safety, welfare and rights of elderly residents of long-term care and assisted living facilities by identifying, investigating and resolving complaints made by and on behalf of them. Currently, Guam does not have an assisted living facility; however, a task force has been convened to develop and establish an assisted living facility on Guam. A Social Worker III within the Bureau of Adult Protective Services is designated as Guam's State Long-Term Care Ombudsman, and conducts regular visits to facilities such as St. Dominic's Senior Care Home, Guam Memorial Hospital Skilled Nursing Unit (SNU) and the three Adult Day Care (ADC) Centers. This position is funded 40% Federal and 60% local. The Ombudsman also serves as a facilitator during monthly Resident Council meetings at the SNU and St. Dominic's Senior Care Home, as well as conducts scheduled presentations to disseminate information about program services to residents, family members, caregivers and employees.

The Guam SOA administers the following locally funded aging programs:

F) Adult Protective Services (APS)

The program is mandated by P.L. 19-54 as amended by P.L. 21-33 and P.L. 31-278, to provide protective services to elderly persons, age 60 years and above and adults who have a disability, age 18 and above who have been abused, neglected and/or exploited.

Services to the elderly and adults who have a disability are provided in a manner least restrictive to the dignity of the alleged victim and in consideration of the values and practices of their culture. Reports of alleged abuse are received and investigations and initial assessments are provided while a 24-hour Emergency Receiving Home and 24-hour Crisis Intervention Hotline Service are closely coordinated and maintained. Initiation, development and technical support for community and family services are also offered to include training for public awareness and education.

1) Emergency Receiving Home (ERH) Program

A component of the local Adult Protective Services (APS) Program, the Emergency Receiving Home (ERH) Program/Crisis Intervention Hotline is a contracted service which provides protective services seven days a week, 24-hours a day, ensuring that elderly and adults with disabilities who are victims of abuse have access to APS at all times. The availability of the ERH has proven essential to the community, ensuring the safety and protection of victims of serious abuse and neglect, in an emergency. The shelter affords victims the opportunity to escape their abusive situation, a 'safe haven', until other living arrangements can be made. Further, the ERH will be called the "Guma Serenidad" (Home of Serenity) effective December 1, 2015 when the new contract is in place.

G) Senior Citizens Month (SCM)

Senior Citizens Month is a time honored tradition to recognize the accomplishments, achievements and contributions our island's senior citizens have made and continue to make that shape our island's economy, lifestyle, and value system. Since the enactment of Public Law 17-35 in 1983, our island community has proclaimed May as Senior Citizens Month.

The aging network, in collaboration with several governmental agencies and non-profit and for profit organizations, provides a number of activities in celebration of the month. Traditionally, annual festivities include the Proclamation Signing, Guam Conference on Aging, Legislative Reception, Guam SMP/SHIP Volunteer Appreciation Activity, Frail Elderly Mass, May Crowning, and a Centenarian Celebration. In 2013, seniors were sponsored to attend the annual Micronesia Island Fair to enjoy local music, cuisine, and arts and crafts. In 2014, two new events were introduced, a Memory Wave to promote awareness of the impact of Alzheimer's disease on the island's senior population and the "Biba Manamko" Drive to invite the community to donate items, such as sundry and cleaning supplies, to be used by the clients of the Adult Day Care Centers or the National Family Caregiver Support Program. In 2015, through the sponsorship of the GovGuam Association of Retired Persons, a Senior Talent Show and Competition was held to showcase and feature talent of Senior Center participants in singing, dancing, and story-telling. The growing community involvement with non-profits, for profits, governmental agencies, and giving individuals have contributed to the successful month-long celebration of Senior Citizens Month.

The Guam SOA administers the following federally funded Medicare based programs:

H) Guam State Health Insurance Assistance Program (Guam SHIP)

Funded in part by the Administration for Community Living, Guam's SOA, has been administering the Guam State Health Insurance Assistance Program, locally recognized as the Guam Medicare Assistance Program (Guam MAP), since 2004. The Bureau of Community Support (BCS) program staff, partners and a cadre of volunteers assists Medicare beneficiaries who need information, counseling, and enrollment assistance beyond what they are able to receive on their own through 1-800-MEDICARE and www.medicare.gov. Staff, partners and volunteers are trained to provide accurate and objective information to help beneficiaries understand and utilize their Medicare benefits through personalized counseling, education, and outreach to assist Medicare beneficiaries make informed health care decisions.

Guam SOA uses grant funding to pursue four (4) SHIP program objectives: One-on-One Counseling, Outreach, Quality Assurance, and Collaboration with ACL.

I) Guam Senior Medicare Patrol Project (Guam SMP)

In 2005, Guam SOA received a one year demonstration grant award from the Administration on Aging (AoA) to administer the Guam Senior Medicare Patrol (SMP) Project. Thereafter, Guam SOA has received funding through a continuous application process. The goal of Guam SMP is to continue expanding Project outreach and education activities to empower Medicare/Medicaid beneficiaries, family members, caregivers and other consumers, to protect themselves against Medicare/Medicaid error, fraud and abuse and know where to report it. In collaboration with Guam MAP, Guam SMP develops, plans and implements various activities to meet its Project objectives.

The Guam SOA is developing the following program or initiative:

J) Aging and Disabilities Resource Center (ADRC)

The Guam ADRC Project, established in 2005, was a project funded by a Federal grant awarded by the Administration on Aging and the Centers for Medicare and Medicaid Services to the Guam Department of Mental Health and Substance Abuse and administered by the Department of Integrated Services for Individuals with Disabilities (DISID).

The project goals were to:

1. Decrease the amount of time between referral and intake;
2. Increase diversions from institutional settings;
3. Increase awareness about Medicare/Medicaid benefits (including Part D coverage); and
4. Decrease rates of hospital readmissions within 30 days of discharge.

A primary component of the Guam ADRC Project is the development of a virtual or web-based consumer information and management system that establishes electronic communication among participating agencies in order to increase access of seniors (defined as individuals age 60 or older) and adults (defined as individuals aged 18 or older) with disabilities to information and linkages to long-term supports and services. As of this writing, through emergency procurement, Guam GetCare can be accessed through www.guamgetcare.com. The Guam GetCare System:

1. Provides an avenue to obtain information on existing programs for senior citizens and persons with disabilities;
2. Allows registered consumers access to their personal profile;
3. Provides service providers and vendors with tools for collecting and inputting consumer data; and
4. Eventually will allow service providers and vendors a means to make electronic referrals.

To fortify the aging network's commitment to integrate and utilize the Guam GetCare system, the Guam State Office on Aging entered into a Memorandum of Understanding (MOU) with DISID in 2007.

The goals of Guam GetCare are to:

1. Implement a No-Wrong-Door process, ensuring that everyone has the same access to information and resources, regardless of where he or she enters the system.
2. Develop a one-stop resource linking seniors and adults with disabilities to services.
3. Help consumers have more control over decisions regarding the service they receive.
4. Allow professionals to spend more time focusing on consumers and less time searching for information or filling out paperwork.
5. Use technology to improve the access to, and delivery of, services for seniors and adults with disabilities.
6. Combine the resources, experience and energy of the public and private sectors to make a system that's right for everyone who needs long-term supports and services.

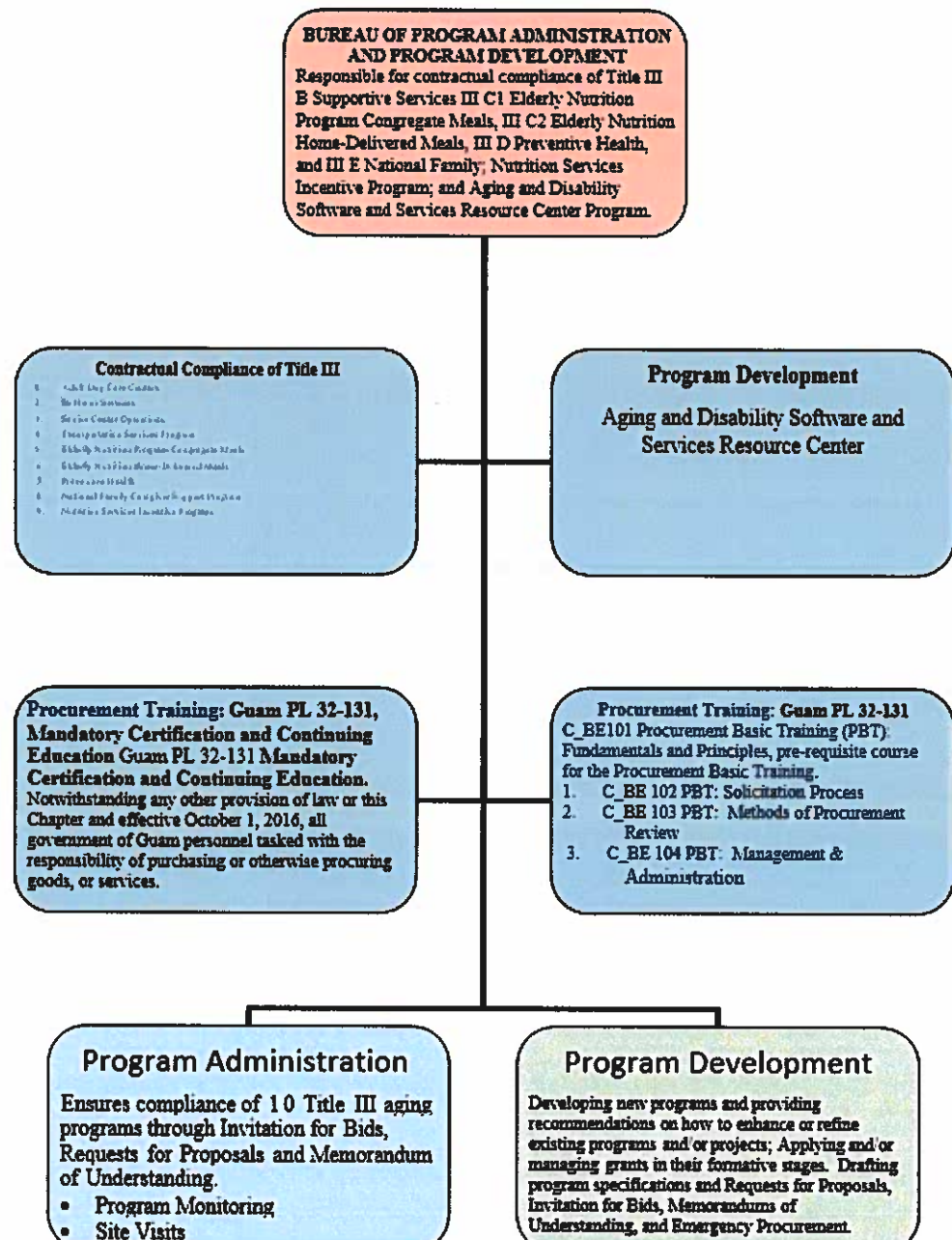
As of this writing, the service providers and vendors of aging programs utilize the web-based tool, a feature of the Aging and Disability Resource Center System for Information and Referral, Intake, Consumer Assessment, Enrollment and/or Case Management to better assist clients navigate through the myriad of services. The system is also used by aging program providers to submit their Units of Services; to report data on clients receiving aging services. Further, the system is used to generate the National Aging Program Information System (NAPIS) report, provides a resource directory for consumers on Guam to access services and supports and provides a community calendar.

As Federal funds were not available on October 1, 2014, the ADRC is funded using local funds and the Guam SOA has assumed responsibility for the continued implementation of the ADRC.

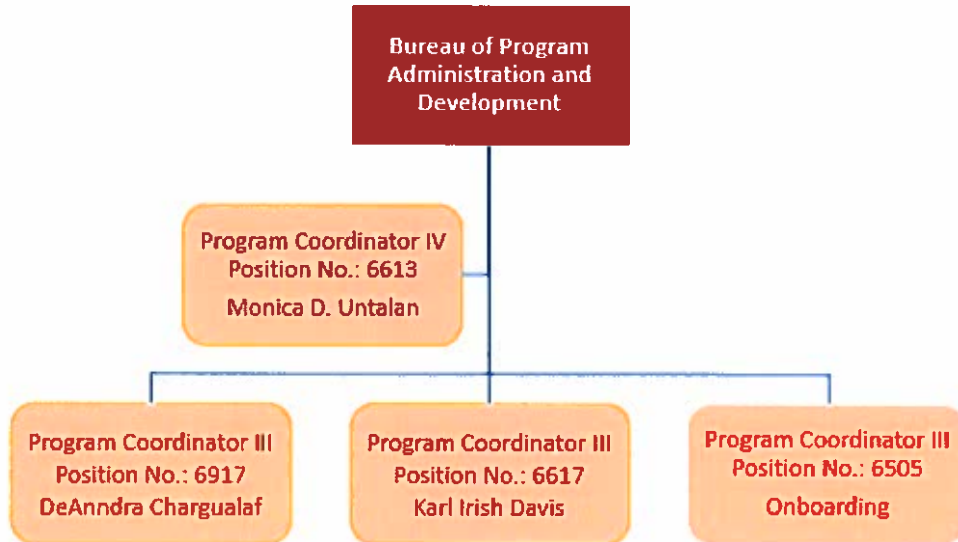
K) Macheche Senior Citizen Center

On June 13, 2015, Public Law 33-53 lapsed into law to expand the Department of Public Health and Social Services (DPHSS) Division of Senior Citizens provision of Senior Citizen Center services through the operation of a new Macheche Senior Citizen Center by authorizing the transfer of fifty thousand nine hundred dollars (\$50,900) from the Executive Branch appropriations contained in the FY 2015 Budget Act, and to authorize DPHSS to enter into a Memorandum of Understanding with the Ilocano Association of Guam for the operation of the Senior Center.

Bureau of Program Administration and Development
DIVISION OF SENIOR CITIZENS
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
Functional Charts - FY 2022 (as of 08.25.22)



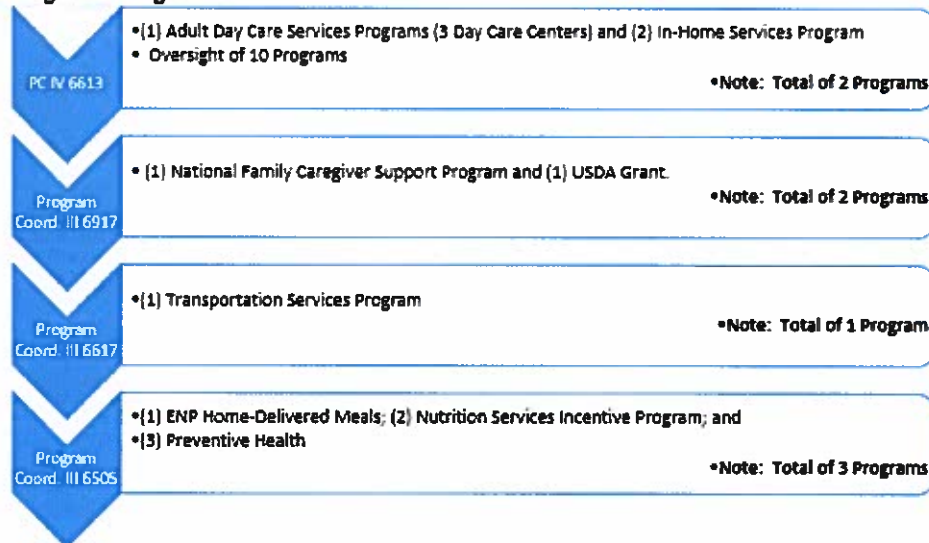
Bureau of Program Administration and Development- Division of Senior Citizens, DPHSS
Current Program Assignment as of 08.25.22



FY 22 Recruitment in Progress- Routed

1. Program Coordinator IV Position No.: 6912 Vacant (Vice: T.R.)

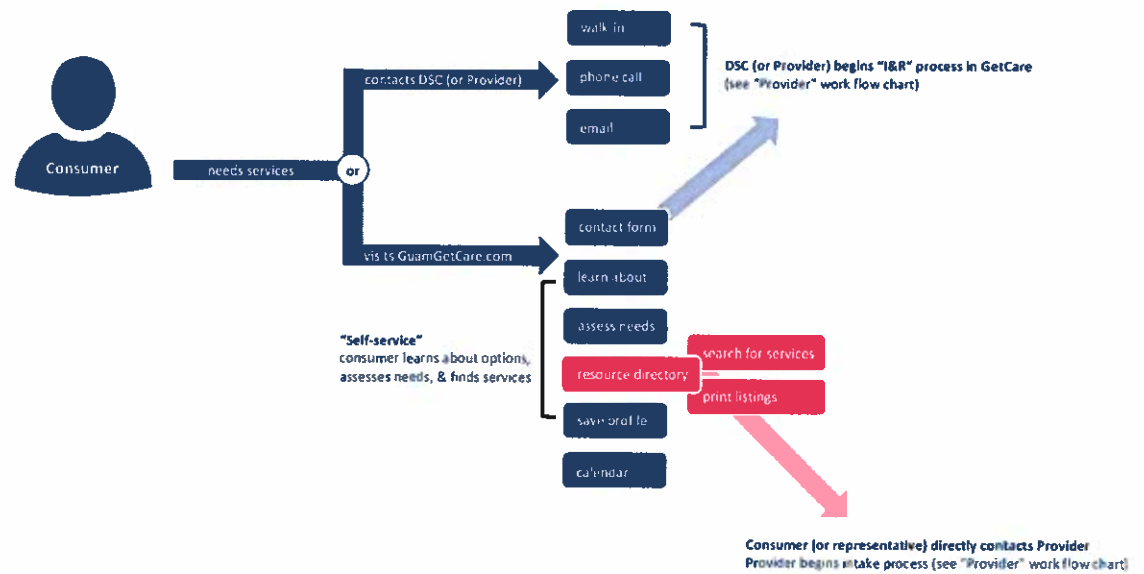
Program Assignments



Note: Case Management Services and Legal Assistance Services re-assigned to other Bureau's within the Division.



Consumer interaction with Guam GetCare information system



Key:

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

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



Provider interaction with Guam GetCare information system

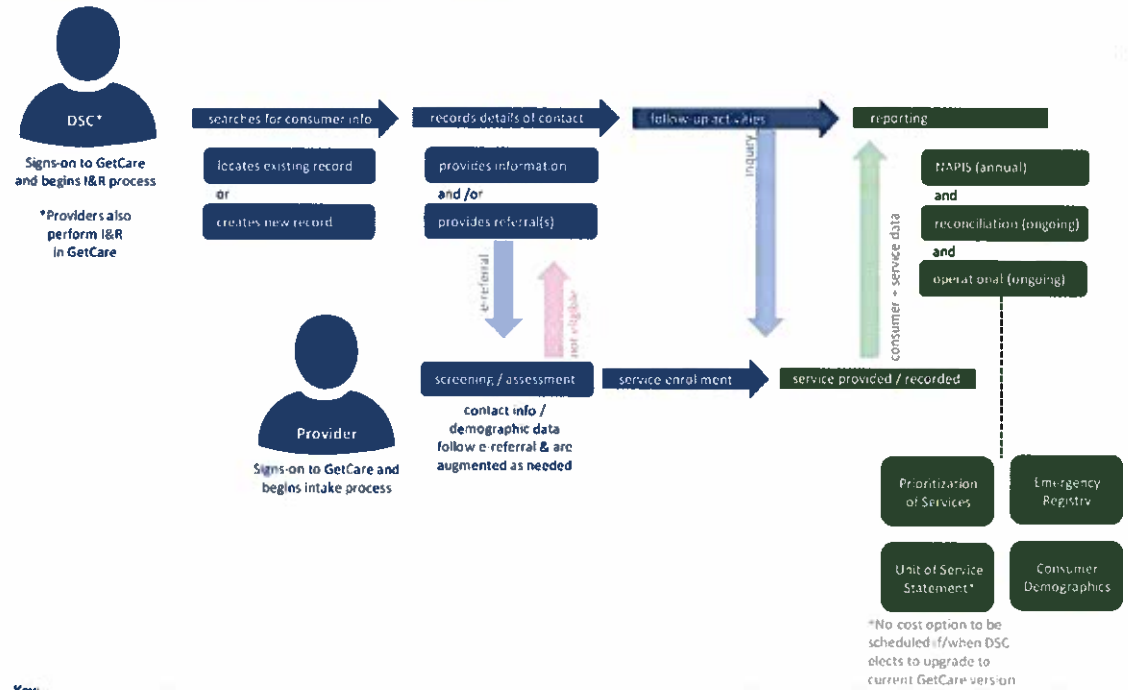
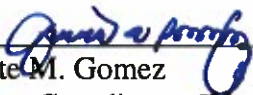


Table 2: Monthly Reporting Timelines**For Illustration Purpose using Fiscal Year 2023 Timeline**

Reporting Month	Due Date
October 2022	Thursday, November 17, 2022
November 2022	Thursday, December 15, 2022
December 2022	Monday, January 16, 2023
January 2023	Tuesday, February 14, 2023
February 2023	Wednesday, March 15, 2023
March 2023	Friday, April 14, 2023
April 2023	Friday, May 12, 2023
May 2023	Wednesday, June 14, 2023
June 2023	Monday, July 17, 2023
July 2023	Monday, August 14, 2023
August 2023	Friday, September 15, 2023
September 2023	Friday, October 6, 2023

The above In-Home Services Program Request for Proposal Specifications were drafted by personnel of the DPHSS, DSC to include, but not limited to, the Senior Citizens Administrator and Program Coordinator IV.

Prepared and Reviewed by:

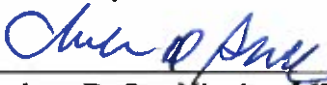


Jeanette M. Gomez
Program Coordinator IV



Date

Reviewed by:

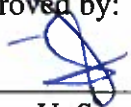


Charlene D. San Nicolas, MPA
Senior Citizens Administrator

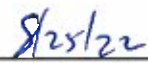


Date

Approved by:



Arthur U. San Agustin, MHR
Director, DPHSS



Date