



OFFICE OF LEGAL COUNSEL

Ufisinan I Maga'hågan Guåhan
Office of the Governor of Guam

Elaine Tajalle

RCVD AT CENTRAL FILE
FEB 11 '21 PM 3:23

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lieutenant Governor of Guam

Transmitted via Central Files

February 11, 2021

ARTHUR SAN AGUSTIN, MHR

Director

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

Re: No Extension Amendment to Memorandum of Agreement between Department of Public Health and Social Services (DPHSS) and the University of Guam, Center for Excellence in Developmental Disabilities Education, Research and Services (Guam CEDDERS) (CF#2021-12933)

Hafa Adai Director San Agustin:

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

Department of Public Health and Social Services Memorandum: No Cost Extension Amendment to the Memorandum of Agreement (MOA) between DPHSS, Division of Public Health (DPH) and the University of Guam, Guam CEDDERS

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

Senseramente,

SOPHIA SANTOS DIAZ

Legal Counsel

Enclosure(s): Agreements

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



GOVERNMENT OF GUAM

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



LOURDES A. LEON GUERRERO
GOVERNOR, MAGA'HAGA'

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

DEC 31 2020

ARTHUR U. SAN AGUSTIN, MHR
DIRECTOR
LAURENT SF DUENAS, MPH, BSN
DEPUTY DIRECTOR
TERRY G. AGUON
DEPUTY DIRECTOR

MEMORANDUM

TO: Governor of Guam

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

FROM: Director, Department of Public Health and Social Services

SUBJECT: No Cost Extension Amendment to Memorandum of Agreement between the Department of Public Health and Social Services (DPHSS) and the University of Guam, Center for Excellence in Developmental Disabilities Education, Research and Services (Guam CEDDERS)

Attached, please find the No Cost Extension Amendment to the Memorandum of Agreement (MOA) between the DPHSS, Division of Public Health (DPH) and the University of Guam, Guam CEDDERS extending the period through December 30, 2021.

The Pre-School Development Grant, Birth to 5 (PDG B-5) is a \$1Million HRSA Grant awarded to DPHSS to assist Guam's Early Childhood Education (ECE) programs with school readiness for families of children ages birth to 5 years.

PDG B-5 was awarded a No Cost Extension on December 15, 2020. This MOA was previously routed beginning July 16, 2020 with final signature by the Governor on December 4, 2020 and an expiration date of December 30, 2020. Therefore, the MOA has been amended to reflect the new end date per the No Cost Extension Notice of Award.

Guam CEDDERS has collaborated with DPHSS Division of Public Health in the promotion and development of Guam's Early Childhood System through the early childhood programs of Project Karinu, Project Bisita I Familia, Guam LAUNCH (Linking Actions for Unmet Needs in Children's Health), and the Guam Family Health Information Resource Center (FHIRC).

Guam CEDDERS will provide project system support in the areas of training and technical assistance, data system expansion, continuous quality improvement, grants management and reporting to meet the priorities established for the Pre-School Development Grant.

Should you have any questions, contact Elizabeth Calvo, Program Coordinator IV at 488-6925 or email at elizabeth.calvo@dphss.guam.gov. Your continued support is appreciated.


ARTHUR U. SAN AGUSTIN, MHR

Attachments

RCUD AT CENTRAL FILES
FEB 9 '21 AM 8:29

Elaine Tajalle
2021-12933



GOVERNMENT OF GUAM

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



LOURDES A. LEON GUERRERO
GOVERNOR, MAGA'HAGA'

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

ARTHUR U. SAN AGUSTIN, MHR
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DEPUTY DIRECTOR

TERRY G. AGUON
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TO: Governor of Guam

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

FROM: Director, Department of Public Health and Social Services

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ARTHUR U. SAN AGUSTIN, MHR

Attachments

*Rec'd by
Maggie Ann Chamberlain
12/31/2020
10:57*

ctw

21-0035 

**NO COST EXTENSION AMENDMENT
TO
MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT PUBLIC HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH
AND
UNIVERSITY OF GUAM, CENTER FOR EXCELLENCE IN DEVELOPMENTAL
DISABILITIES EDUCATION, RESEARCH, AND SERVICES**

December 31, 2020 – December 30, 2021

100% Federally Funded HHS ACF Guam Preschool Development Grant Award #90TP0073-01-01 Federal Award Date 12/15/2020 Assistance Listing Number 93.433, Assistance Listing Program Title: **ESSA Preschool Development Grants Birth through Five -No Cost Extension**

THIS AMENDMENT, is entered into by and between the Department of Public Health and Social Services, Division of Public Health (DPHSS-PH) a line agency of the government of Guam, located at 590 S. Marine Corps Drive, Suite 219, Tamuning, Guam 96913 and the University of Guam, Center for Excellence in Developmental Disabilities Education, Research and Services (Guam CEDDERS), a higher education nonprofit public corporation located at House #29 Dean Circle, 3030 University Drive, Mangilao, Guam 96913.

WHEREAS the parties entered into a subaward of Federal Grant Funds Memorandum of Agreement (MOA) signed by the Governor of Guam on 12/4/2020 (the Effective Date) with a term expiring on December 30, 2020; and

WHEREAS, a Federal No Cost Extension Notice of Award was received by Recipient DPHSS-PH on 12/15/2020 extending the Federal Grant Award from December 31, 2020 through December 30, 2021; and

WHEREAS, the parties in this Amendment extend their subaward of Federal grant Funds MOA through December 30, 2021.

NOW, THEREFORE, DPHSS-PH and Guam CEDDERS, in consideration of the mutual covenants set forth in the MOA and as hereafter set forth, agree as follows:

1. The term of the MOA, the Subaward Period of Performance and the Subaward Budget Period are amended to include the additional No Cost Extension Federal Award, captioned above, period of December 31, 2020 through December 30, 2021, and any extension or amendment provided by the Federal Grantor.

Received By: _____
Date & Time: _____

2. Subrecipient Guam CEDDERS acknowledges receipt of the No Cost Extension Federal Award, captioned above, and a copy of which is attached to this Amendment, and incorporated herein as if fully re-written.
3. Subrecipient Guam CEDDERS acknowledges receipt of the updated Subaward Data from Recipient DPHSS-PH, attached to his Amendment, and incorporated herein as if fully re-written.
4. Subrecipient Guam CEDDERS agrees to comply with all the terms and conditions of Federal Grant Award.
5. The parties acknowledge and incorporate herein as if fully re-written the recent 85 FR 40577, August 13, 2020; Office of Management and Budget 2 CFR Parts 25, 170, 183 and 200 Guidance for Grants and Agreements: Final guidance. Both 2 CFR Part 200, and 45 CFR Part 75 apply to this Amendment, and the MOA.
6. The parties amend Section 1 of the MOA as follows:
 - a. 1.A. "through December 30, 2021"
 - b. 1 B "2nd Report- August 30, 2021" and "Final Report- December 10, 2021"
7. The parties amend Section III. To "ARTHUR U. SAN AGUSTIN, MHR Director".

All other terms and conditions remain the same.

Further the parties sayeth naught.

Signature Page Follows



Recipient Information	
1. Recipient Name	Guam Department of Public Health 123 Chalan Kareta Mangilao, GU 96913-6304 -
2. Congressional District of Recipient	00
3. Payment System Identifier (ID)	1980018947E6
4. Employer Identification Number (EIN)	980018947
5. Data Universal Numbering System (DUNS)	855028700
6. Recipient's Unique Entity Identifier	
7. Project Director or Principal Investigator	Ms. Suzanne Kaneshiro SUZANNE.KANESHIRO@DPHSS.GUAM.GOV 6717357299
8. Authorized Official	Ms. Suzanne Kaneshiro SUZANNE.KANESHIRO@DPHSS.GUAM.GOV 6717357299
Federal Agency Information	
ACF/OCC Office of Discretionary Grants	
9. Awarding Agency Contact Information	Ms. Sheri Harmon Grants Management Specialist sheri.harmon@acf.hhs.gov 206-615-2558
10. Program Official Contact Information	Mr. Richard Gonzales richard.gonzales@acf.hhs.gov 202 401-5138

Federal Award Information	
11. Award Number	90TP0073-01-01
12. Unique Federal Award Identification Number (FAIN)	90TP0073
13. Statutory Authority	42 USC 9858
14. Federal Award Project Title	Guam Preschool Development Grant
15. Assistance Listing Number	93.434
16. Assistance Listing Program Title	ESSA Preschool Development Grants Birth through Five
17. Award Action Type	No Cost Extension
18. Is the Award R&D?	No

Summary Federal Award Financial Information	
19. Budget Period Start Date	12/31/2019 - End Date 12/30/2021
20. Total Amount of Federal Funds Obligated by this Action	\$0.00
20a. Direct Cost Amount	\$0.00
20b. Indirect Cost Amount	\$0.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$1,000,000.00
24. Total Approved Cost Sharing or Matching, where applicable	\$101,000.00
25. Total Federal and Non-Federal Approved this Budget Period	\$1,101,000.00
26. Project Period Start Date	12/31/2019 - End Date 12/30/2021
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$1,101,000.00
28. Authorized Treatment of Program Income	Additional Costs
29. Grants Management Officer - Signature	Boram Lee Grant Management Officer

30. Remarks
The request for no-cost extension through December 30, 2021 is approved to complete the activities identified in the application. Additional quarterly reports will be required as a result of the budget and project period extension.

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

CONTRACTOR:

[Signature] 12/22/2020
JUNE DE LEON, M.Ed Date
Interim Director, Guam CEDDERS, UOG

[Signature] 12/22/2020
RACHAEL T. LEON GUERRERO, Ph.D. Date
Vice Provost, Res & Sponsored Programs, UOG

APPROVED BY:

[Signature] 12/30/20
JEROLD W. FILUSH Date
Chairperson, Board of Regents, UOG

[Signature] 12/30/20
THOMAS W. KRISE, Ph.D. Date
President, UOG

[Signature] 12/29/20
ANITA B. ENRIQUEZ, D.B.A. Date
Provost & Senior Vice President, ASA, UOG

[Signature] 12/28/20
ANTHONY R. CAMACHO, ESQ. Date
Legal Counsel, UOG

APPROVED

[Signature] Date
LESTER L. CARLSON, Jr. Date
Director, Bureau of Budget and Management Research

FOR THE GOVERNMENT:

[Signature] 12/30/2020
ARTHUR U. SAN AGUSTIN, MHR Date
Director, DPHSS

CERTIFIED FUNDS AVAILABLE

[Signature] 12.30.20
TOMMY E. TANTAGUE, ASO Date
Certifying Officer, DPHSS

SUBJECT TO APPROPRIATION, ALLOCATION, & AVAILABILITY OF FUNDS:

ACCOUNT NO: 5101#1711E110K 2-15-20
AMOUNT: \$275,000.00 20
VENDOR NO.: U0226601
DOCUMENT NO.: C21-1700-057

PURSUANT TO 5 GCA CHAPTER SUBSECTION 5121, GSA APPROVAL NOT REQUIRED

[Signature] Date
CLAUDIA S. ACFALLE Date
Chief Procurement Officer
General Services Agency

APPROVED AS TO LEGALITY AND FORM

[Signature] 2/13/21
LEEVIN TAITANO CAMACHO Date
Attorney General of Guam

DPHSS 21-0035

APPROVED

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

Date: 2/10/2021

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS

Registration Date 02/10/2021
Registration No. 291060180
Vendor No. U0226601 10/20/2020 EXT
Registered By: [Signature] 02/15/2021



Recipient Information

1. Recipient Name

Guam Department of Public Health
123 Chalan Kareta
Mangilao, GU 96913-6304
--

2. Congressional District of Recipient

00

3. Payment System Identifier (ID)

1980018947E6

4. Employer Identification Number (EIN)

980018947

5. Data Universal Numbering System (DUNS)

855028700

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

Ms. Suzanne Kaneshiro
SUZANNE.KANESHIRO@DPHSS.GUAM.GOV
6717357299

8. Authorized Official

Ms. Suzanne Kaneshiro
SUZANNE.KANESHIRO@DPHSS.GUAM.GOV
6717357299

Federal Agency Information

ACF/OCC Office of Discretionary Grants

9. Awarding Agency Contact Information

Ms. Sheri Harmon
Grants Management Specialist
sheri.harmon@acf.hhs.gov
206-615-2558

10. Program Official Contact Information

Mr. Richard Gonzales
richard.gonzales@acf.hhs.gov
202 401-5138

Federal Award Information

11. Award Number

90TP0073-01-01

12. Unique Federal Award Identification Number (FAIN)

90TP0073

13. Statutory Authority

42 USC 9858

14. Federal Award Project Title

Guam Preschool Development Grant

15. Assistance Listing Number

93.434

16. Assistance Listing Program Title

ESSA Preschool Development Grants Birth through Five

17. Award Action Type

No Cost Extension

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	12/31/2019	- End Date	12/30/2021 ✓	
20. Total Amount of Federal Funds Obligated by this Action				\$0.00
20a. Direct Cost Amount				\$0.00
20b. Indirect Cost Amount				\$0.00
21. Authorized Carryover				\$0.00
22. Offset				\$0.00
23. Total Amount of Federal Funds Obligated this budget period				\$1,000,000.00
24. Total Approved Cost Sharing or Matching, where applicable				\$101,000.00
25. Total Federal and Non-Federal Approved this Budget Period				\$1,101,000.00
26. Project Period Start Date	12/31/2019	- End Date	12/30/2021	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period				\$1,101,000.00

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

Boram Lee
Grant Management Officer

30. Remarks

The request for no-cost extension through December 30, 2021 is approved to complete the activities identified in the application.

Additional quarterly reports will be required as a result of the budget and project period extension.



Recipient Information
Recipient Name Guam Department of Public Health 123 Chalan Kareta Mangilao, GU 96913-6304 --
Congressional District of Recipient 00
Payment Account Number and Type 1980018947E6
Employer Identification Number (EIN) Data 980018947
Universal Numbering System (DUNS) 855028700
Recipient's Unique Entity Identifier Not Available
31. Assistance Type Project Grant
32. Type of Award Other

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$247,078.00
b. Fringe Benefits	\$94,373.00
c. Total Personnel Costs	\$341,451.00
d. Equipment	\$0.00
e. Supplies	\$59,968.00
f. Travel	\$28,420.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$623,228.00
j. TOTAL DIRECT COSTS	\$1,053,067.00
k. INDIRECT COSTS	\$47,933.00
l. TOTAL APPROVED BUDGET	\$1,101,000.00
m. Federal Share	\$1,000,000.00
n. Non-Federal Share	\$101,000.00

34. Accounting Classification Codes					
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
0-G990146	90TP007301		41.51	\$0.00	75-1920-1536



Department of Health and Human Services

Administration for Children and Families

Notice of Award

Award# 90TP0073-01-01

FAIN# 90TP0073

Federal Award Date: 12/15/2020

35. Terms And Conditions

STANDARD TERMS

1. All previously issued terms and conditions remain in effect.

Subaward Data

(i)	Subrecipient Name	Guam CEDDERS
(ii)	Subrecipient Unique Entity Identifier:	779908151
(iii)	Federal Award Identification Number (FAIN):	90TP0073 Award # 90TP0073-01-01
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	12/15/2020 No Cost Extension - Notice of Award 12/31/2019 Notice of Award
(v)	Subaward Period of Performance Start Date:	Effective Date of the MOA: Governor of Guam's signature date 12/4/2020
	Subaward Period of Performance End Date:	12/30/2021
(vi)	Subaward Budget Period Start Date	Effective Date of the MOA: Governor of Guam's signature date 12/4/2020
	Subaward Budget Period End Date	12/30/2021
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$275,000.00
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation:	\$275,000.00
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$275,000.00
(x)	Federal Award Project Description:	Guam Preschool Development Grant Birth through 5
(xi)	Name of Federal Awarding Agency:	U.S. Department of Health and Human Services, Administration for Children and Families
	Name of Pass-Through Entity:	Department of Public Health & Social Services, Division of Public Health
	Contact Information for Federal Awarding Official:	Ms. Stefanie Gordon 26 Federal Plaza Room 4114 New York, NY 10278 Phone: (212) 264-2890 Ext. 136

	Contact Information for [AGENCY] Authorizing Official:	<p>Arthur U. San Agustin, MHR Director Department of Public Health & Social Services 590 S. Marine Corps. Drive Tamuning, GU 96913-3532 and Suzanne S. Kaneshiro, DDS Chief Public Health Officer Division of Public Health Department of Public Health & Social Services 590 S. Marine Corps. Drive Tamuning, GU 96913-3532 Mobile: (671) 688-1882 suzanne.kaneshiro@dphss.guam.gov</p>
	Contact Information for [AGENCY] Project Director:	<p>Elizabeth B. Calvo Program Coordinator IV Mobile: (671) 488-6925 elizabeth.calvo@dphss.guam.gov</p>
(xii)	Assistance Listing Number and Title (fna) CFDA Number and Name:	93.434, ESSA Preschool Development Grants Birth through Five
(xiii)	Identification of Whether Subaward is R&D:	No
(xiv)	Indirect Cost Rate for [AGENCY] Federal Award:	19.4%
	Subrecipient Indirect Costs:	See <u>Exhibit</u> __ – Approved Budget



OFFICE OF LEGAL COUNSEL

Ufisinan I Maga'hågan Guåhan
Office of the Governor of Guam

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lieutenant Governor of Guam

Transmitted via Central Files

December 4, 2020

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

Re: University of Guam, Guam CEDDERS (CF#2020-12247)

Hafa Adai Director San Agustin:

The following document is transmitted with the signature of *I Maga'hågan Guåhan*:

Department of Public Health and Social Services Memorandum dated September 21, 2020: Memorandum of Agreement between Department of Public Health and Social Services Division of Public Health and University of Guam, Center for Excellence in Developmental Disabilities Education, Research, and Services

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

Senseramente,

SOPHIA SANTOS DIAZ
Legal Counsel

Enclosure(s): MOA

cc via email: *Maga'hågan Guåhan*
Sigundo Maga'låhen Guåhan
Chief of Staff Jon Junior Calvo



GOVERNMENT OF GUAM

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



LOURDES A. LEON GUERRERO
GOVERNOR, MAGA'HAGA'

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

SEP 21 2020

ARTHUR U. SAN AGUSTIN, MHR
ACTING DIRECTOR

LAURENT SF DUENAS, MPH, BSN
DEPUTY DIRECTOR

TERRY G. AGUON
DEPUTY DIRECTOR

RCVD AT CENTRAL FILE
DEC 1 '20 PM 3:27

MEMORANDUM

TO: Governor of Guam

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

FROM: Director, Department of Public Health and Social Services

SUBJECT: Memorandum of Agreement between the Department of Public Health and Social Services (DPHSS) and the University of Guam, Center for Excellence in Developmental Disabilities Education, Research and Services (Guam CEDDERS)

Jessica Cruz

Attached, please find the Memorandum of Agreement (MOA) between the DPHSS, Division of Public Health (DPH) and the University of Guam, Guam CEDDERS for the period year beginning December 31, 2019 through December 30, 2020.

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Guam CEDDERS will provide project system support in the areas of training and technical assistance, data system expansion, continuous quality improvement, grants management and reporting to meet the priorities established for the Pre-School Development Grant.

Should you have any questions, contact Pauline Camacho, Program Coordinator III at 687-4369 or email her at pauline.camacho@dphss.guam.gov. Your continued support is appreciated.


ARTHUR U. SAN AGUSTIN, MHR
Acting

Attachments



UNIVERSITY OF GUAM
UNIBETSEDAT GUAHAN



Letter of Delivery

To: Dr. Suzanne Kaneshiro DPHSS	From: Vera Blaz Guam CEDDERS
Date: July 30, 2020	Reply: Vera Blaz 735-2465

Description:

Memorandum of Agreement between Department of Public Health and Social Services and University of Guam Center for Excellence in Developmental Disabilities Education, Research, and Service for the Guam Preschool Development Grant Birth to Five.

Date Delivered: 8/4/2020

Print: Vera Blaz Sign: [Signature]

***Vendor Copy**

SJK 8/7/20

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT PUBLIC HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH
AND
UNIVERSITY OF GUAM, CENTER FOR EXCELLENCE IN DEVELOPMENTAL
DISABILITIES EDUCATION, RESEARCH, AND SERVICES**

THIS MEMORANDUM OF AGREEMENT (MOA), is entered into by and between the DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF PUBLIC HEALTH, (hereinafter referred to as DPHSS-PH) as an agency of the Government of Guam, located at 590 S. Marine Corps Drive, Suite 219, Tamuning, Guam 96913 and the UNIVERSITY OF GUAM, CENTER FOR EXCELLENCE IN DEVELOPMENTAL DISABILITIES EDUCATION, RESEARCH, AND SERVICES (hereinafter referred to as Guam CEDDERS) located at House #29 Dean Circle, 303 University Drive, UOG Station, Mangilao, Guam 96913.

WHEREAS, DPHSS-DPH has previously utilized the services of Guam CEDDERS which extended to collaborative partnerships in the development of the Guam Preschool Development Grant Birth to Five a grant application submitted to the U.S. Department of Health and Human Services, Administration for Children and Families;

WHEREAS, DPHSS-DPH is the recipient of the Guam Preschool Development Grant Birth to Five grant period December 31, 2019 – December 30, 2020;

WHEREAS, DPHSS-DPH intends to utilize the services of Guam CEDDERS to provide technical assistance and support in the facilitation Guam’s Early Childhood Island-wide Needs Assessment on the on the state of Guam’s B-5 mixed delivery system including but not limited to governance, personnel/workforce, data systems, accountability, quality improvement, quality standards, and finance.

WHEREAS, DPHSS-DPH intends to utilize the services of Guam CEDDERS to provide technical assistance and support and based on the findings in the needs assessment to develop a comprehensive strategic plan in collaboration with the B-5 mixed delivery system.

WHEREAS, Guam CEDDERS has the necessary personnel, expertise and background to meet the system supports in the areas of Training and Technical Assistance, Early Childhood Care and Education, Needs Assessment and Strategic Planning, and Quality Improvement and grants management identified in the Guam’s Preschool Development Grant Birth to Five grant.

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

1. This MOA between DPHSS-DPH and Guam CEDDERS is a subaward of a federal grant received by DPHSS-DPH from the United States Department of Health and Human Services, Administration for Children and Families. The Guam CEDDERS is the "sub-recipient" of this federal grant. The DPHSS-DPH is the "recipient", acting as the "pass-through entity".

2. Sub-recipient: Guam CEDDERS

3. Sub-recipient's DUNS Number: 779908151

4. Federal Award Identification Number: 90TP0073-01-00

5. Federal Award Date: 12/30/2019 – 12/30/2020

6. Subaward Period of Performance: Estimate Start Date:
Governor of Guam's signature date to December 30, 2020

7. Amount of Federal Funds Obligated by this Subaward. \$275,000.00

8. Amount of Federal Funds Obligated to the sub-recipient by the pass-through entity including the current obligation \$275,000.00

9. Total amount of Federal Award: \$1,000,000.00

10. Federal Award Project Description: Preschool Development Grant

11. Name of the Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Children and Families

Name and Contact Information for Federal Awarding Official:

Ms Stefanie Gordon
26 Federal Plaza
Room 4114
New York, NY 10278
Phone: (212) 264-2890 Ext. 136

- 12. CFDA Number & Name:** 93.434, ESSA Preschool Development Grants Birth through Five
- Name of Pass-through Entity:** Department of Public Health & Social Services, Division of Public Health
- Pass-through Entity Contact Information** Arthur U. San Agustin, MHR
Acting Director
Department of Public Health & Social Services
590 S. Marine Corps Drive, Suite 219
Tamuning, GU 96913
Office:
- 13. Indirect Cost of federal award for Department of Public Health & Social Services** 19.4%
- 14. Research and Development Award** No
- 15. The sub-recipient must comply with 2 CFR § 200.333 (Retention requirement for records):** Financial records, personnel records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient.
- 16. The Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the Pass-Through Entity (DPHSS-DPH), or any of their authorized representatives, shall have the right of access to any pertinent documents, papers, or other records of the sub-recipient (Guam CEDDERS) and any other sub-recipients that are pertinent to the Federal Award or this subaward, in order to make audits, examinations, excerpts, and transcripts, pursuant to the provisions of 2 CFR § 200.333(a), (b), and (c). This right also includes timely and reasonable access to the Sub-recipient's and any other subcontractors' personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.**

- 17. The appropriate terms and conditions concerning closeout of the award are as follows: The sub-recipient has 30 days after the completion of the project or the term (December 30, 2020) to submit all financial, performance and other reports as required by the terms and conditions of the award. Extensions requested by the sub-recipient may be approved by the pass-through entity.**

The pass-through entity will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed by the sub-recipient. All closeout actions should be completed no later than ninety days after receipt and acceptance of all required final reports.

- 18. DPHSS-DPH and Guam CEDDERS agree to comply with and require each of its contractors and subcontractors employed in the completion of the project to comply with 2 CFR §200.322, "procurement of recovered materials," and section 6002 of the Solid Waste Disposal Acts, as amended by the Resource Conservation and Recovery Act: to include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

- 19. Sub-recipient (Guam CEDDERS) agrees to insert into its contracts procured with these subaward funds all applicable contract clauses described in 2 CFR § 200.326, Appendix II.**

- 20. The terms and conditions of Federal awards (including this part [2 CFR Part 200]) flow down to subawards to subrecipients unless a particular section of this part or the terms and conditions of the Federal award specifically indicate otherwise. This means that non-Federal entities must comply with requirements in this part regardless of whether the non-Federal entity is a recipient or subrecipient of a Federal award. All applicable terms, conditions, provisions, and agreements set forth in Federal Award Number 90TP0073-01-00 included herein as Appendix A and are hereby incorporated in this MOA by reference with the same force and effect as though fully set forth herein. To the extent that any of the terms set forth in this MOA are inconsistent with any of the applicable terms, provisions, or conditions of Federal Award Number 90TP0073-01-00, the terms of the Federal Award shall govern.**

- 21. Sub-recipient agrees to comply with all applicable requirements of 2 CFR Part 200. All applicable terms, conditions, provisions, and agreements required by 2 CFR Part 200 are hereby incorporated in this MOA by reference with the same force and effect as**

though fully set forth herein. To the extent that any of the terms set forth in this MOA are inconsistent with any of the applicable terms, provisions, or conditions of 2 CFR Part 200, the terms of 2 CFR Part 200 shall govern.

- 22. The subrecipient will receive the funds in accordance with the allowable types of payments under 2 CFT Part 200. Payments are based on meeting specific requirements of the Federal Award.**
- 23. This MOA subaward may only be amended, modified, cancelled for lack of funds, or terminated in accordance with the terms and conditions of Federal Award Number 90TP0073-01-00 and the provisions of 2 CFR Part 200.**
- 24. Subrecipient agrees to comply with The National Policy Requirements, including the Governmentwide Requirements for Drug-Free Workplace of CFR Part 182. This includes the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, as defined and listed in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15, in order to comply with 2 CFR Part 200 and 2 CFR Part 182.**
- 25. The Federal Awarding Agency or DPHSS-DPH may terminate (de-obligate) Guam CEDDERS subaward for the following reasons:**
 - a. Failure to make satisfactory progress towards the goals, objectives, or strategies set forth in the Scope of Work for this project;**
 - b. Failure to adhere to the requirements in the agreement, standard conditions, or special conditions of this MOA;**
 - c. Filing of a false certification or other report or documents;**
 - d. Failure to submit quarterly reports, invoices and the final report by the due dates indicated in Section I and Section IV below.**
- 26. This subaward is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).**
 - 1. The Subrecipient and its employees may not:**
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;**
 - b. Procure a commercial sex act during the period of time that the award is in effect; or**
 - c. Use forced labor in the performance of the award or subawards under the award.**
 - 2. The federal awarding agency may unilaterally terminate this award, without penalty, if the Subrecipient:**
 - a. Is determined to have violated a prohibition in #26.1 of this award term;**
or

- 31. Subrecipient agrees to comply with the terms and conditions outlined in the Notice of Award No. 90TP0073-01-00, including grant policy terms and conditions outlined in the HHS Grants Policy Statements Parts I through III, and requirements imposed by program statutes and regulations, and HHS grant administration regulations, as well as any requirements or limitations in any applicable appropriations acts. Provisions covered in HHS Grants Policy Statements Parts I through III include, but not limited to, are: Suspension and Debarment, Delinquency on Federal Debt, Lobbying, and the Rehabilitation Act of 1973.**

NOW, THEREFORE in consideration of the foregoing, the parties hereto agree as follows:

SECTION I – GUAM CEDDERS SHALL:

- A. Provide technical assistance and support in the development, implementation, and monitoring of the Guam Preschool Development Grant Birth through Five to support the training and technical assistance, data systems, continuous quality improvement and grant management for the period of date of the Governor’s signature through December 30, 2020. (See Appendix B: Scope of Work).**
- B. Submit quarterly reports due on or before the following dates:**
- **1st Report – Due three months from the date of the Governor’s signature**
 - **2nd Report – August 30, 2020**
 - **3rd Final Report – December 10, 2020**

SECTION II – DPHSS-DPH SHALL:

- A. Designate a liaison to serve as the DPHSS-DPH Chief to act as a point of contact for all communication between Guam CEDDERS and DPHSS-DPH.**
- B. Conduct monitoring activities to ensure compliance with Scope of Work, Budget and Justification Summary of this MOA.**

SECTION III – MISCELLANEOUS ADMINISTRATIVE

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

**ARTHUR U. SAN AGUSTIN, MHR
Acting Director
Department of Public Health & Social Services**

**590 S. Marine Corps Drive, Suite 219
Tamuning, GU 96913**

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

**VERA BLAZ, M.A.
Training Associate
Guam CEDDERS House 22/23 Dean Circle
303 University Drive, Mangilao, GU 96913**

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

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

SECTION IV – PAYMENT PROCEDURE

- A. This MOA and any subsequent agreements are subject to and contingent upon the continuing availability of federal funds for the purpose hereof. The MOA is to be paid, reimbursed or otherwise compensated with grant funds provided to Guam. In the event that such funds or parts thereof are not received by Guam, Guam may immediately terminate any MOA executed without liability, including liability for termination costs.
- B. Subject to the availability of funds through the Department of Health and Human Services, Administration for Children and Families, DPHSS-DPH shall pay Guam CEDDERS the total amount of \$275,000.00.
- C. DPHSS-DPH shall compensate Guam CEDDERS by progressive payments based upon delivery of approved work submittal as follows:

Payment Schedule	Amount	Conditions
First Payment	\$100,000.00	Signed/Approved MOA and submittal of official invoice
Second Payment	\$87,500.00	Submittal of 1 st / 2 nd reports and official invoice
Final Payment	\$87,500.00	Submittal of 3 rd / Final report and official invoice

Time is of the essence for the completion of the work described in this MOA and that any delay in the completion of the work described herein shall constitute a material breach of this MOA.

SECTION V – FORCE MAJEURE

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

SECTION VI – SCOPE OF AGREEMENT

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

SECTION VII – NONDISCRIMINATION

This agreement shall be performed in accordance with the provision of Title VI and VII of the Civil Rights Act of 1964 and of Title V of the National Rehabilitation Act of 1973. No person shall, on the grounds or race, color, age, national origin, sex or handicap, be subject to discrimination under the Program.

SECTION VIII – DISPUTE RESOLUTION

In the event a party of the Agreement is unable to perform its responsibilities under this Agreement consistent with the respective party's statutory and regulatory mandates, the affected party shall immediately provide a written notice to the Department of Public Health and Social Services to establish a date for mutual resolution of the conflict.

SECTION IX – RESTRICTION AGAINST SEX OFFENDERS

Guam CEDDERS warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry, shall provide services on behalf of Guam CEDDERS's while on government of Guam property, with the exception of public highways. If any employee of Guam CEDDERS is providing services on government property and is convicted subsequent to an award of an agreement, the Guam CEDDERS warrants that it will notify the Government of the conviction within twenty-four hours of the conviction and will remove immediately such convicted person from providing services on behalf of the government agency. If Guam CEDDERS is found to be in violation of any of the provisions of this paragraph, then the

Government will give notice to Guam CEDDERS to take corrective action. Guam CEDDERS shall take corrective action within twenty-four hours of notice from the Government, and Guam

CEDDERS shall notify the Government when action has been taken. If Guam CEDDERS fails to take corrective action within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action is taken.

SECTION X – GOVERNING LAW

The validity of this agreement and of any its term or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam.

SECTION XI – SEVERABLE PROVISIONS

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its validity and subsisting terms and provisions

SECTION XII – ASSIGNMENT OF AGREEMENT

Guam CEDDERS may not assign this agreement, or any sum becoming due to Guam CEDDERS under the provisions of this agreement, without the prior written consent of the government.

SECTION XIII – NO GRATUITIES, KICKBACKS, AND/OR FAVORS

Guam CEDDERS represents that it has not and will not violate the prohibition against gratuities, kickbacks and/or favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting and Section 11.7 (Gratuities and Kickbacks and Favors) of the UOG Procurement Manual.

SECTION XIV - ETHICAL STANDARDS

Guam CEDDERS represents that it has not knowingly influenced and/or promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA, Chapter 5, Article 11, and in Chapter 11 (Ethics in Public Contracting) of the UOG Procurement Manual.

20-0471 *[Signature]*

SECTION XV- CONTINGENT FEES

Guam CEDDERS represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

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

CONTRACTOR:

[Signature] 7/16/2020
JUNE DE LEON, M.Ed Date
Interim Director, Guam CEDDERS, UOG

[Signature] Jul 23, 2020
RACHAEL T. LEON GUERRERO, Ph.D Date
Vice Provost, Res & Sponsored Programs, UOG

APPROVED BY:

[Signature] 07/29/2020
THOMAS W. KRISE, Ph.D Date
President, UOG

[Signature] 07/27/20
ANITA B. ENRIQUEZ, D.B.A. Date
Provost & Senior Vice President, ASA, UOG

[Signature] 7/23/20
ANTHONY R. CAMACHO, ESQ. Date
Legal Counsel, UOG

FOR THE GOVERNMENT:

[Signature] 07-14-2020
ARTHUR U. SAN AGUSTIN, MHR Date
Acting Director, DPHSS

CERTIFIED FUNDS AVAILABLE

[Signature] 9.21.20
TOMMY C. TATAGUE, ASO Date
Certifying Officer, DPH&SS

SUBJECT TO AVAILABILITY OF FUNDS:

ACCOUNT NO: 51014201711E102/230
AMOUNT: \$275,000.00
VENDOR NO.: UO226601
DOCUMENT NO.: C30-1700-065

PURSUANT TO 5 GCA CHAPTER SUBSECTION 5121, GSA APPROVAL NOT REQUIRED

[Signature] Date
CLAUDIA S. ACFALLE
Chief Procurement Officer
General Services Agency

APPROVED AS TO LEGALITY AND FORM

[Signature] 11/20/20
LEEVIN JAITANO CAMACHO Date
Attorney General of Guam *DPHSS 20-0471*

LEARNED PER BBMR'S REVIEW

[Signature] NOV 16 2020
LESTER L. CARLSON, Jr. Date
Director, Bureau of Budget and Management Research

[Signature]
LOURDES A. LEON GUERRERO
Governor of Guam, MAGA'HAGA
Date: 12/4/2020

RECEIVED

NOV 13 2020
217.17.0003
Bureau of Budget and Management Research

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDOING OFFICE: Office of Child Care	2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 90TP0073-01-00	3a. AMEND. NO.: 0
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4. FAN: 90TP0073

5. TYPE OF AWARD: Other	6. TYPE OF ACTION: New	7. AWARD AUTHORITY: 42 USC 9858
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8. BUDGET PERIOD: 12/31/2019 THRU 12/30/2020	9. PROJECT PERIOD: 12/31/2019 THRU 12/30/2020	10. CFDA NO.: 93.434 - ESSA Preschool Development Grants Birth through Five
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11. RECIPIENT ORGANIZATION: Department Of Public Health & Social Services 123 Chalan Kereta Mangilao, GU 96913-8304 Grantee Authorizing Official: Suzanne Kaneshiro	12. PROJECT / PROGRAM TITLE: Guam Preschool Development Grant
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13. COUNTY: Guam	14. CONGR. DIST.: 00	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Suzanne Kaneshiro
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16. APPROVED BUDGET:		17. AWARD COMPUTATION:	
Personnel.....	\$ 247,078.00	A. NON-FEDERAL SHARE.....	\$ 101,000.00 9.17%
Fringe Benefits.....	\$ 94,373.00	B. FEDERAL SHARE.....	\$ 1,000,000.00 90.83%
Travel.....	\$ 28,420.00	18. FEDERAL SHARE COMPUTATION:	
Equipment.....	\$ 0.00	A. TOTAL FEDERAL SHARE.....	\$ 1,000,000.00
Supplies.....	\$ 59,968.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$ 0.00
Contractual.....	\$ 623,228.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$	0.00
Facilities/Construction.....	\$ 0.00	19. AMOUNT AWARDED THIS ACTION:	\$ 1,000,000.00
Other.....	\$ 0.00	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:	\$ 1,000,000.00
Direct Costs.....	\$ 1,053,087.00	21. AUTHORIZED TREATMENT OF PROGRAM INCOME:	
Indirect Costs.....	\$ 47,933.00	Additional Costs	
In Kind Contributions.....	\$ 0.00	22. APPLICANT EIN:	23. PAYEE EIN:
Total Approved Budget.....	\$ 1,101,000.00	980018947	1980018947E8
		24. OBJECT CLASS:	41.51

25. FINANCIAL INFORMATION:				DUNS	855026700
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG. NONFED %
	90TP007301	75-1920-1536	0-0890146	\$1,000,000.00	

26. REMARKS: (Continued on separate sheets)

See next page

27. SIGNATURE - ACF GRANTS OFFICER Ms. Stefanie Gordon 28 Federal Plaza Room 4114 New York, NY 10278 Phone: (212) 264-2880 x138	ISSUE DATE: 12/27/2019	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY Ms. Toya Hodnett 12/27/2019
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29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) Ms. Moushumi Bhatnagar - Senior Policy Analyst for Early Childhood Development	DATE: 12/27/2019
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**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Child Care		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 90TP0073-01-00	3a. AMEND. NO.: 0
4. FAIN: 90TP0073				
5. TYPE OF AWARD: Other		6. TYPE OF ACTION: New	7. AWARD AUTHORITY: 42 USC 9858	
8. BUDGET PERIOD: 12/31/2019 THRU 12/30/2020	9. PROJECT PERIOD: 12/31/2019 THRU 12/30/2020	10. CFDA NO.: 93.434 - ESSA Preschool Development Grants Birth through Five		
11. RECIPIENT ORGANIZATION: Department Of Public Health & Social Services				

28. REMARKS: (Continued from previous page)

This award approves funding for your application/project at a lower amount than requested. Therefore, the Administration for Children & Families (ACF) will contact the grantee within 30 days from date of this grant award to obtain the revised budgetary documents to support the reduced funding amount and to complete the review process. Please note that the non-Federal share requirement of 30 percent was recalculated based on the reduced Federal amount -- see box 17 above.

In accordance with 48 U.S.C. 1469 (e)(4), matching requirements (including in-kind) contributions of less than \$200,000 are waived under grants made to Insular Areas. The adjusted NFS including the waiver of \$200,000 is \$101,000.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Child Care		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 90TP0073-01-00	3a. AMEND. NO.: 0
4. FAIN: 90TP0073				
5. TYPE OF AWARD: Other		6. TYPE OF ACTION: New	7. AWARD AUTHORITY: 42 USC 9859	
8. BUDGET PERIOD: 12/31/2019 THRU 12/30/2020	9. PROJECT PERIOD: 12/31/2019 THRU 12/30/2020	10. CFDA NO.: 93.434 - ESSA Preschool Development Grants Birth through Five		
11. RECIPIENT ORGANIZATION: Department Of Public Health & Social Services				

STANDARD TERMS

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at <http://www.hhs.gov/grants/grants/policies-regulations/index.html>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS.

This award is subject to requirements or limitations in any applicable Appropriations Act. This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>. This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>. This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children and Families U.S. Department of Health and Human Services Office of Grants Management ATTN: Grants Management Specialist 330 C Street, SW., Switzer Building Corridor 3200 Washington, DC 20201 AND U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGrantsDisclosures@oig.hhs.gov Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

This award is subject to the requirements as set forth in 45 CFR Part 87. This award is subject to HHS regulations codified at 45 CFR 75. Attached are terms and conditions, reporting requirements, and payment instructions. Initial expenditure of funds by the grantee constitutes acceptance of this award.

CONTACTS

1. For questions concerning the programmatic aspects of the grant, please contact Richard Gonzales at richard.gonzales@acf.hhs.gov or 202-401-5138. For questions concerning the financial aspects of the grant, please contact Sheri Harmon at sheri.harmon@acf.hhs.gov or 206-615-2558.

**UOG CEDDERS Proposed Scope of Work
DPHSS Preschool Development Grant Birth to Five**

Objective	Activities/ Tasks	Deliverables	Timeline	Projected Cost
<p>1.1: Provide technical assistance and support in the development and implementation of grant requirements, submission of ACF Funding Opportunity Announcements (FOA), progress reports, needs assessment, and federal meetings.</p>	<p>1.1.1: Facilitate up to ten (10) two-hour meetings with DPHSS PDG staff to review grant requirements and update activities completed.</p> <p>1.1.2: Facilitate completion of progress reports, response to continued funding opportunity announcements, and related reports.</p> <p>1.1.3: Facilitate procurement of venue for meetings.</p> <p>1.1.4: Two (2) staff time to attend up to 1 required meeting, including airfare and per diem.</p> <p>1.1.5: One (1) staff time to attend up to 1 early childhood professional conference, including registration, airfare, and per diem.</p> <p>Components</p> <ul style="list-style-type: none"> • Up to three professional and support staff time for the facilitation of the planning sessions (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) • Supplies for planning sessions • Venue for meetings 	<p>1.1.1: sign in sheets, agenda, meeting notes</p> <p>1.1.2: contractual report</p> <p>1.1.3: Office space for meetings reserved.</p> <p>1.1.4-1.1.5: Trip report and submission of required paperwork</p>	<p>1.1.1 to 1.1.3: After each meeting or as outlined in MOA</p> <p>1.1.4-1.1.5: After each trip</p>	<p>Personnel: \$25,406</p>
<p>1.2: Analyze Needs Assessments from local early childhood programs that serve children Birth to Five Years.</p>	<p>1.2.1: Facilitate up to four (4) two-hour planning sessions with the Guam PDG B-5 Core Team to review and analyze existing Needs Assessments.</p> <p>1.2.2: Facilitate procurement of venue for meetings.</p> <p>Components</p> <ul style="list-style-type: none"> • Up to three professional and support staff time for the facilitation of the planning sessions (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) 	<p>1.2.1: Meeting notes</p> <p>1.2.2: Office space for meetings reserved.</p>	<p>1.2.1: After each meeting</p>	<p>Personnel: \$9478</p>

**UOG CEDDERS Proposed Scope of Work
DPHSS Preschool Development Grant Birth to Five**

	<ul style="list-style-type: none"> • Supplies for planning sessions • Venue for meetings 			
<p>1.3: Identify any additional information that will be needed to be collected</p>	<p>1.3.1: Facilitate up to two (2) half-day meetings with early childhood programs and the Guam Early Learning Council workgroups to brainstorm the gaps in the needed data information and strategies for resolving and collecting the data needed for the needs assessment.</p> <p>1.3.2: Facilitate procurement of venue for meetings.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> • Up to three professional and support staff time for the facilitation of the meetings (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) • Supplies for meetings • Venue for meetings 	<p>1.3.1: Sign in sheets, agenda, meeting notes</p> <p>1.3.2: Office space for meetings reserved.</p>	<p>1.3.1: After meetings completed</p>	<p>Personnel: \$6979</p>
<p>1.4: Develop an action plan of the process and steps for gathering input and data by reviewing and updating information provided by early childhood programs.</p>	<p>1.4.1: Facilitate up to three (3) half-day meetings with parents, including those who currently receiving services from early childhood programs and those who do not participate in any formal early childhood programs, to review current data and compile recommendations to address needs of children birth to five years and their families.</p> <p>1.4.2: Facilitate procurement of venue for meetings.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> • Up to three professional and support staff time for the facilitation of the meetings (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) • Supplies for meetings • Venue for meetings 	<p>1.4.1: Sign in sheets, agenda meeting notes</p> <p>1.4.2: Office space for meetings reserved.</p>	<p>1.4.1: After meetings completed</p>	<p>Personnel: \$9478</p>

**UOG CEDDERS Proposed Scope of Work
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<p>1.5: Provide technical assistance and support to project staff for presentations of Needs Assessment findings to the Guam Early Learning Council.</p>	<p>1.5.1: Facilitate one (1) presentation to the Guam Early Learning Council of status of data collection and final results of data collection and gather input on the needs assessment.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> Up to three professional and support staff time for the facilitation of the planning sessions (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) Supplies for presentation 	<p>1.5.1: Copy of presentation</p>	<p>1.4.1: After meeting</p> <p>1.4.2: After meeting</p>	<p>Personnel: \$8767</p>
<p>1.6: Provide technical assistance and support to project staff for presentations of Needs Assessment findings to early childhood stakeholders and programs.</p>	<p>1.6.1: Facilitate up to three (3) full day stakeholder meetings to review the needs assessment and provide input and recommendations on strategies to address gaps in services or supports for these children at-risk and other families.</p> <p>1.6.2: Facilitate procurement of venue for meetings.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> Up to three professional and support staff time for the facilitation of the meetings (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) Supplies for meetings Venue for meetings 	<p>1.6.1: Sign in sheets, agenda meeting notes</p> <p>1.6.2: Office space for meetings reserved.</p>		<p>Personnel: \$9478</p>
<p>UOG CEDDERS The Guam PDG Birth to Five Comprehensive Early Childhood Needs Assessment</p>				
<p>2.1: Develop a comprehensive summary of all input</p>	<p>2.1.1: Compile all data elements, input, and recommendations into a comprehensive report.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> Up to three professional and support staff time for the facilitation of the comprehensive report(Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) Supplies for report writing 	<p>2.1.1: Report findings</p>	<p>2.1.1: End of contract</p>	<p>Personnel: \$28,847</p>

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<p>2.2: Provide findings to the community</p>	<p>2.2.1: Publish the Needs Assessment.</p> <p>2.2.2: Disseminate up to 200 copies of the updated needs assessment.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> Up to two professional and support staff time for the facilitation of the dissemination (TA, and Grant Budget Assistant) 	<p>2.2.1: Report findings</p> <p>2.2.2: Hard copies \$5000 for 400 copies (est) and dissemination</p>	<p>2.2.1: End of contract</p>	<p>Personnel: \$7088</p>
<p>3.1: Provide technical assistance and support to project staff in the development of a strategic plan that addresses the gaps and recommendations outlined in the Needs Assessment.</p>	<p>3.1.1: Develop a comprehensive strategic plan that addresses the gaps and recommendations in the Needs Assessment that will be used in collaboration with the B-5 mixed delivery system.</p> <p>3.1.2: Facilitate up to four (4) two-hour meetings with Guam PDG B-5 Core Team to review strategic plan.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> Up to three professional and support staff time for the facilitation of the meetings (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) Supplies for meetings Venue for meetings 	<p>3.1.1: Draft strategic plan</p> <p>3.1.2: sign in sheets, agenda, meeting notes</p>		<p>Personnel: \$13,521</p>
<p>3.2: Provide technical assistance and support to project staff for presentations of the strategic plan to early childhood stakeholders and programs.</p>	<p>3.2.1: Facilitate up to one (1) full day stakeholder meeting to review the strategic plan and provide input and recommendations.</p> <p>3.2.2: Facilitate procurement of venue for meetings.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> Up to three professional and support staff time for the facilitation of the meeting (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) Supplies for meeting Venue for meeting 	<p>3.2.1: Sign in sheets, agenda, meeting notes</p> <p>3.2.2: Office space for meetings reserved.</p>		<p>Personnel: \$3112</p>

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<p>3.3: Provide technical assistance and support to project staff for presentations of the strategic plan to early childhood stakeholders and programs.</p>	<p>3.3.1: Facilitate up to one (1) full day stakeholder meeting with parents of children birth to five years to review the strategic plan and provide input and recommendations.</p> <p>3.3.2: Facilitate procurement of venue for meetings.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> • Up to three professional and support staff time for the facilitation of the meeting (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) • Supplies for meeting • Venue for meeting 	<p>3.3.1: Sign in sheets, agenda, meeting notes</p> <p>3.3.2: Office space for meetings reserved.</p>		<p>Personnel: \$2850</p>
<p>3.4: Provide technical assistance and support to project staff for presentations of the strategic plan to the Guam Early Learning Council.</p>	<p>3.4.1: Facilitate one (1) presentation to the Guam Early Learning Council of status of data collection and final results of data collection and gather input on the needs assessment.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> • Up to three professional and support staff time for the facilitation of the presentation (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) • Supplies for presentation 	<p>3.4.1: Copy of presentation</p>	<p>3.4.1: After meeting</p>	<p>Personnel: \$3112</p>
<p>3.5: Develop a comprehensive summary of all input</p>	<p>3.5.1: Compile all data elements, input, and recommendations into a comprehensive report.</p> <p><u>Components</u></p> <ul style="list-style-type: none"> • Up to three professional and support staff time for the facilitation of the comprehensive report (Vera Blaz, TA, Jenika Ballesta, and Grant Budget Assistant) • Supplies for report writing 	<p>3.5.1: Report findings</p>	<p>2.1.1: End of contract</p>	<p>Personnel: \$21,556</p>
<p>3.6: Provide findings to the community</p>	<p>3.6.1: Publish the Strategic Plan.</p> <p>3.6.2: Disseminate up to 200 copies of the strategic plan to the Guam Early Learning Council and policymakers.</p>	<p>3.6.1: Report findings</p> <p>3.6.2.2: Hard copies \$5000 for 400 copies (est) and</p>	<p>2.2.1: End of contract</p>	<p>Personnel: \$3551</p>

**UOG CEDDERS Proposed Scope of Work
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	<p>Components Up to two professional and support staff time for the facilitation of the dissemination (TA, and Grant Budget Assistant)</p>	dissemination		
<p>4.1: Collaborate with early childhood programs in providing technical assistance and supports of early childhood initiatives.</p>	<p>4.1.1: Provide TA support and Early Childhood expertise to project staff in the facilitation of: Up to six (6) Village Play Time events, three (3) Parent Cafés, and two (2) trainings on social emotional development.</p> <p>4.1.2: Provide TA support for the Nene 3-1-1 warm line expansion and data tracking and collection.</p> <p>Components</p> <ul style="list-style-type: none"> Up to three professional and support staff time for the facilitation of the learning opportunities (Vera Blaz, TA, and Grant Budget Assistant) Supplies for training sessions 	<p>4.1.1: Sign In sheets, agenda, evaluation summaries</p> <p>4.1.2: Maintenance of google spreadsheet for Nene 3-1-1 data collection.</p>		Personnel: \$30,981
<p>5.1: Collaborate with DPHSS to produce public awareness products for dissemination.</p>	<p>5.1.1: Produce and print public awareness items in collaboration with the Social Marketing/Sustainability Manager including but not limited to brochures, flyers, and posters to disseminate information about early childhood programs and services, parent trainings, informal learning opportunities.</p> <p>Components</p> <ul style="list-style-type: none"> Up to two professional and support staff time for the facilitation of the planning sessions (TA and DMS) Supplies for planning sessions 	5.1.1: Print-ready products		Personnel: \$13,076

**UOG CEDDERS Proposed Scope of Work
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Operational Costs	
Supplies: general office supplies to ensure completion of activities and pandemic related safety and sanitizing supplies for meetings.	\$6,322
Printing: Cost for outsourced printing of Needs Assessment and Strategic Plan in Outcomes 2 and 5 as well as meeting documents	\$15,000
Small Equipment: desktop computer and printer plus peripheral lines, adapters, and printer supplies	\$3,000
Communication: Internet and other communication costs for correspondence with stakeholders and federal grantor.	\$1,600
Contractual venue: procurement of venue for focus groups, stakeholder meetings, and other early childhood collaborations.	\$13,800
Travel: cost for 2 professional staff to attend 1 required meeting and 1 professional staff to attend 1 conference	\$13,000
Subtotal	\$52,722

Personnel: \$197,278.00
Operational Costs: \$52,722.00
Administrative Fee 10%: \$25,000.00
Total: \$275,000.00



OFFICE OF THE PRESIDENT

June 27, 2018

PRESIDENT'S DIRECTIVE NO. 2018-01

To: University Community

From: Robert A. Underwood, President

Subject: **10% Administrative Fee for Projects that do not include the University of Guam's Federally Negotiated Indirect Cost Rate**

Effective July 1, 2018, the University of Guam (UOG) will charge a 10% administrative fee for all projects, grants, memoranda of agreement/understanding and contracts run through the UOG Business Office that do not include the University's federally negotiated indirect cost rate of 41% of modified total direct costs, or other indirect rate as mandated by the federal award, unless otherwise instructed by the federal agency.

The 10% fee covers professional services related to project management including procurement, budget management and oversight, financial reporting and accounting processes, and check preparation and distribution among other activities. Grant and contract work comes with associated costs and therefore it is reasonable for the University of Guam to require compensation for administrative expenses undertaken as a direct result of management of funds related to grants, contracts, memoranda of agreement/understanding, and other projects.

Contracts, memoranda of understanding, grants and other projects must include a 10% administrative fee in their budget to cover administrative costs associated with managing contract funds.

Principal Investigators are encouraged to include administrative fees as part of their proposal budgets to support contract management functions. As a general rule, projects that do not incorporate administrative fees may be rejected. Exceptions to this rule may include USDA Hatch, Multi-state Hatch, McIntire-Stennis, Smith-Lever grant funding and Department of Interior grants which do not include IDC or other charges as part of their federal mandate.

Signature:

Email: jtdirige@uog.edu