

11.27.20  
cmf



# BUREAU OF BUDGET & MANAGEMENT RESEARCH

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



**LOURDES A. LEON GUERRERO**  
GOVERNOR

**LESTER L. CARLSON, JR.**  
DIRECTOR

**JOSHUA F. TENORIO**  
LIEUTENANT GOVERNOR

**NOV 18 2020**

## MEMORANDUM

To: Attorney General <sup>LC 11/25/20</sup>

From: Director, Bureau of Budget and Management Research

Subject: **Memorandum of Understanding (MOU) between the Department of Public Health & Social Services (DPHSS), Division of Senior Citizens and the Guam Public Defender Service Corporation (PDSC) (Document No. C20-1700-053)**

Pursuant to your Procurement Circular 03-001, the Bureau is submitting the subject MOU which seeks to plan, develop and implement a legal assistance program, otherwise known as the Elder Justice Center Program, which includes education and outreach legal assistance, and other Title III-B LAS Program services in partnership between the Department of Public Health & Social Services and the Public Defender Service Corporation.

The subject MOU will certify an amount of \$96,072 for a period from the date of the Governor's signature through September 30, 2021. The broad purpose of the Legal Assistance Services Program (LAS) is to focus outreach and services particularly directed toward the most socially or economic needy older persons (those least likely able to advocate on their own behalf) to assist them to: understand their rights; exercise choices; benefit from services, opportunities and entitlements; meet essential needs of income, shelter, health care and nutrition; and maintain the rights promised and protected by law.

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

*Senseramente,*

**LESTER L. CARLSON, JR.**

Jessica Cruz  
 RCVD AT CENTRAL FILES  
 DEC 3 '20 AM 10:18  
 2020 33905  
 RECEIVED 845  
 11/24/20  
 OFFICE OF THE ATTORNEY GENERAL  
 ADMINISTRATION



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



**LOURDES A. LEON GUERRERO**  
 GOVERNOR, MAGA'ĦĀGA'

**JOSHUA F. TENORIO**  
 LT GOVERNOR, SIGUNDO MAGA'LĀHI

AUG 3 1 2020

**ARTHUR U. SAN AGUSTIN, MHR**  
 ACTING DIRECTOR

**LAURENT SF DUENAS, MPH, BSN, RN**  
 DEPUTY DIRECTOR

**TERRY G. AGUON**  
 DEPUTY DIRECTOR

**MEMORANDUM**

**TO:** Governor of Guam

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

**FROM:** Acting Director, Department of Public Health and Social Services (DPHSS)

**SUBJECT:** Legal Assistance Services for the Elderly- Elder Justice Center (For Expedite)

Attached for your review and approval is the Legal Assistance Services – Elder Justice Center Memorandum of Understanding between the Department of Public Health and Social Services, Division of Senior Citizens and the Guam Public Defender Service Corporation.

On July 28, 2020, the Department received notice of the Guam Public Defender Services Corporation Board approval of Resolution No. 05-20 pursuant to a pilot program that shall be six for months from its Board of Trustees. There is currently a Wait List of approximately 500 clients. Therefore, the Department is requesting for an expedited review. The total agreed upon amount for this program is \$96,072.00 which is to be funded with matched federal and local overmatch funding. The Contract Term with amendment and renewals is on page 28 of 106.

The broad purpose of the Legal Assistance Services Program is to focus outreach and services particularly directed toward the most socially or economic needy older persons (those least likely able to advocate on their own behalf) to assist them to: understand their rights; exercise choices; benefit from services, opportunities and entitlements; meet essential needs of income, shelter, health care and nutrition; and maintain the rights promised and protected by law.

All procedures governing contracts by the Government were complied with in accordance with Guam Procurement laws, rules and regulations. Therefore, I am requesting an expeditious review of the attached Agreement. Should you have questions, please feel free to contact Acting Senior Citizens Administrator Charlene D. San Nicolas, MPA at 735-7415/7421.

  
**ARTHUR U. SAN AGUSTIN, MHR**  
 ACTING DIRECTOR

Attachments



INTRA GOV'T OF GUAM  
WORK REQUEST

ACCOUNT: \_\_\_\_\_

Original Request

Amendment No.: \_\_\_\_\_

FROM	Department of Public Health & Social Services ORIGINATING DEPT	REQUEST NO.	W20-1700-010 (9 digits only)
TO	Public Defender Service Corporation ACCEPTING DEPT	ACCOUNT NO. with Object Class	5101G191730MA102230 (19 digits only)
AMOUNT AUTHORIZED	\$ 38,848.50	VENDOR NO.	P1606001 (8 digits only)
DESIRED COMPLETION DATE	09 / 30 / 2021 MM / DD / YYYY	OBLIGATION END DATE	09 / 30 / 2021 MM / DD / YYYY
		EXPENDITURE END DATE	09 / 30 / 2021 MM / DD / YYYY

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION: **ELDER JUSTICE CENTER PROGRAM**  
To plan, develop and implement a legal assistance program which includes education and outreach legal assistance, and other Title III-B LAS Program services in partnership with the Public Defender Service Corporation.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
<i>Tommy C. Taita, uc</i> Tommy C. Taita, uc CERTIFYING OFFICER NAME / SIGNATURE	<i>Arthur F. San Agustin, MHR Actg. Director</i> Arthur F. San Agustin, MHR Actg. Director REQUESTING OFFICIAL NAME / SIGNATURE
AUG 28 2020 DATE	08/29/2020 DATE

COST BREAKDOWN			
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	AMOUNT
111 - SALARIES & WAGES	\$ 27,061.00	\$	\$ 27,061.00
112 - OVERTIME			0.00
113 - FRINGE BENEFITS	3,632.50		3,632.50
220 - TRAVEL			0.00
230 - CONTRACTUAL SERVICES	8,155.00		8,155.00
240 - SUPPLIES & MATERIAL			0.00
250 - EQUIPMENT			0.00
280 - SUB-GRANTEE			0.00
290 - MISCELLANEOUS			0.00
361 - POWER			0.00
362 - WATER			0.00
363 - TELEPHONE			0.00
450 - CAPITAL OUTLAY			0.00
TOTAL \$	38,848.50	\$	\$ 38,848.50

**RECEIVED**  
NOV 16 2020  
Bureau of Budget and Management Research

REMARKS:	BBMR USE ONLY	ACCEPTING DEPT / AGENCY USE ONLY
<i>ASE</i>	<b>CLEARED PER BBMR'S REVIEW</b> NOV 18 2020 LESTER L. CARLSON, JR. DIRECTOR, BBMR APPROVED BY DATE	<i>Stephen P. Hattori</i> STEPHEN P. HATTORI EXECUTIVE DIRECTOR, PDSC ACCEPTED BY DATE

21.7.17.0004



GOVERNMENT OF GUAM

DEPARTMENT OF ADMINISTRATION  
FINANCIAL MANAGEMENT SYSTEM

INTRA GOV'T OF GUAM  
WORK REQUEST

ACCOUNT: \_\_\_\_\_

Original Request

Amendment No.: \_\_\_\_\_

FROM Department of Public Health & Social Services <i>ORIGINATING DEPT.</i>		REQUEST NO. W20-1700- 010 <i>(9 digits only)</i>	
TO Public Defender Service Corporation <i>ACCEPTING DEPT.</i>		ACCOUNT NO. 5101G191730MA102230 <i>(19 digits only)</i>	
AMOUNT AUTHORIZED \$ 38,848.50		VENDOR NO. P1606001 <i>(8 digits only)</i>	
DESIRED COMPLETION DATE 09 / 30 / 2021 <i>MM/DD/YYYY</i>	OBLIGATION END DATE 09 / 30 / 2021 <i>MM/DD/YYYY</i>	EXPENDITURE END DATE 09 / 30 / 2021 <i>MM/DD/YYYY</i>	

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : **ELDER JUSTICE CENTER PROGRAM**  
To plan, develop and implement a legal assistance program which includes education and outreach legal assistance, and other Title III-B LAS Program services in partership with the Public Defender Service Corporation.

CERTIFICATION OF FUNDS AVAILABILITY		REQUESTING OFFICIAL	
<i>Tommy C. Taitague</i> Tommy C. Taitague	AUG 28 2020 DATE	<i>Arthur U. San Agustin</i> Arthur U. San Agustin, MHR Acting Director	08/21/2020 DATE
CERTIFYING OFFICER NAME / SIGNATURE		REQUESTING OFFICIAL NAME / SIGNATURE	

COST BREAKDOWN			
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	AMOUNT
111 - SALARIES & WAGES	\$ 27,061.00	\$	\$ 27,061.00
112 - OVERTIME			0.00
113 - FRINGE BENEFITS	3,632.50		3,632.50
220 - TRAVEL			0.00
230 - CONTRACTUAL SERVICES	8,155.00		8,155.00
240 - SUPPLIES & MATERIAL			0.00
250 - EQUIPMENT			0.00
280 - SUB-GRANTEE			0.00
290 - MISCELLANEOUS			0.00
361 - POWER			0.00
362 - WATER			0.00
363 - TELEPHONE			0.00
450 - CAPITAL OUTLAY			0.00
<b>TOTAL \$</b>	<b>38,848.50</b>	<b>\$</b>	<b>\$ 38,848.50</b>

BBMR USE ONLY		ACCEPTING DEPT / AGENCY USE ONLY	
REMARKS:		<i>Stephen P. Hattori</i>	
LESTER L. CARLSON, JR., DIRECTOR, BBMR		STEPHEN P. HATTORI EXECUTIVE DIRECTOR, PDSC	
APPROVED BY	DATE	ACCEPTED BY	DATE
			8/14/2020



INTRA GOV'T OF GUAM  
WORK REQUEST

ACCOUNT: \_\_\_\_\_

Original Request

Amendment No.: \_\_\_\_\_

FROM	Department of Public Health & Social Services ORIGINATING DEPT	REQUEST NO	W20-1700- 011 (8 digits only)
TO	Public Defender Service Corporation ACCEPTING DEPT	ACCOUNT NO. with Object Class	5101G201730MA102230 (19 digits only)
AMOUNT AUTHORIZED	\$ 41,211.50	VENDOR NO.	P1606001 (8 digits only)
DESIRED COMPLETION DATE	09 / 30 / 2021 MM / DD / YYYY	OBLIGATION END DATE	09 / 30 / 2021 MM / DD / YYYY
		EXPENDITURE END DATE	09 / 30 / 2021 MM / DD / YYYY

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : ELDER JUSTICE CENTER PROGRAM  
To plan, develop and implement a legal assistance program which includes education and outreach legal assistance, and other Title III-B LAS Program services in partnership with the Public Defender Service Corporation.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
<i>Tommy C. Taragac</i> Tommy C. Taragac CERTIFYING OFFICER NAME / SIGNATURE	<i>San Agustin</i> San Agustin, MHR Acting Director REQUESTING OFFICIAL NAME / SIGNATURE
AUG 28 2020 DATE	08/21/20 DATE

COST BREAKDOWN			
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	AMOUNT
111 - SALARIES & WAGES	\$ 30,686.00	\$	\$ 30,686.00
112 - OVERTIME			0.00
113 - FRINGE BENEFITS	2,925.50		2,925.50
220 - TRAVEL			0.00
230 - CONTRACTUAL SERVICES	7,600.00		7,600.00
240 - SUPPLIES & MATERIAL			0.00
250 - EQUIPMENT			0.00
280 - SUB-GRANTEE			0.00
290 - MISCELLANEOUS			0.00
361 - POWER			0.00
362 - WATER			0.00
363 - TELEPHONE			0.00
450 - CAPITAL OUTLAY			0.00
TOTAL \$	41,211.50	\$	\$ 41,211.50

**RECEIVED**  
NOV 16 2020  
Bureau of Budget and Management Research

REMARKS:	BBMR USE ONLY	ACCEPTING DEPT / AGENCY USE ONLY
	<p><i>me</i></p> <p>LESTER L. CARLSON, JR. DIRECTOR, BBMR</p> <p>APPROVED BY</p> <p>DATE</p> <p><b>CLEARED PER BBMR'S REVIEW NOV 18 2020</b></p>	<p><i>Stephen P. Hattori</i></p> <p>STEPHEN P. HATTORI EXECUTIVE DIRECTOR, PDSC</p> <p>ACCEPTED BY</p> <p>DATE</p> <p>8/14/2020</p>



**GOVERNMENT OF GUAM**  
DEPARTMENT OF ADMINISTRATION  
FINANCIAL MANAGEMENT SYSTEM

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

ACCOUNT: \_\_\_\_\_

Original Request

Amendment No.: \_\_\_\_\_

FROM <u>Department of Public Health &amp; Social Services</u> <i>ORIGINATING DEPT.</i>		REQUEST NO. <u>W20-1700- 011</u> <i>(9 digits only)</i>
TO <u>Public Defender Service Corporation</u> <i>ACCEPTING DEPT.</i>		ACCOUNT NO. <u>5101G201730MA102230</u> <i>(19 digits only)</i>
AMOUNT AUTHORIZED <b>\$ 41,211.50</b>	VENDOR NO. <u>P1606001</u> <i>(8 digits only)</i>	
DESIRED COMPLETION DATE <u>09 / 30 / 2021</u> <i>MM / DD / YYYY</i>	OBLIGATION END DATE <u>09 / 30 / 2021</u> <i>MM / DD / YYYY</i>	EXPENDITURE END DATE <u>09 / 30 / 2021</u> <i>MM / DD / YYYY</i>

WORK / SOURCE DESCRIPTION /  
or AMENDMENT JUSTIFICATION : **ELDER JUSTICE CENTER PROGRAM**  
To plan, develop and implement a legal assistance program which includes education and outreach legal assistance, and other Title III-B LAS Program services in partnership with the Public Defender Service Corporation.

CERTIFICATION OF FUNDS AVAILABILITY		REQUESTING OFFICIAL	
	<u>AUG 28 2020</u>		<u>08/21/2020</u>
CERTIFYING OFFICER NAME / SIGNATURE		REQUESTING OFFICIAL NAME / SIGNATURE	
DATE		DATE	

**COST BREAKDOWN**

OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	AMOUNT
111 - SALARIES & WAGES	\$ 30,686.00	\$	\$ 30,686.00
112 - OVERTIME			0.00
113 - FRINGE BENEFITS	2,925.50		2,925.50
220 - TRAVEL			0.00
230 - CONTRACTUAL SERVICES	7,600.00		7,600.00
240 - SUPPLIES & MATERIAL			0.00
250 - EQUIPMENT			0.00
280 - SUB-GRANTEE			0.00
290 - MISCELLANEOUS			0.00
361 - POWER			0.00
362 - WATER			0.00
363 - TELEPHONE			0.00
450 - CAPITAL OUTLAY			0.00
<b>TOTAL</b>	<b>\$ 41,211.50</b>	<b>\$</b>	<b>\$ 41,211.50</b>

REMARKS:	BBMR USE ONLY	ACCEPTING DEPT / AGENCY USE ONLY
<b>LESTER L. CARLSON, JR.,</b> DIRECTOR, BBMR		<b>STEPHEN P. HATTORI</b> EXECUTIVE DIRECTOR, PDSC
APPROVED BY	DATE	ACCEPTED BY
		<u>8/14/2020</u>
		DATE



INTRA GOV'T OF GUAM  
WORK REQUEST

ACCOUNT: \_\_\_\_\_

Original Request  Amendment No.: \_\_\_\_\_

FROM Department of Public Health & Social Services ORIGINATING DEPT	REQUEST NO. <i>W/20-1700-012</i> (9 digits only)
TO Public Defender Service Corporation ACCEPTING DEPT	ACCOUNT NO. 5100A201730GA003230 with Object Class <i>5100A201730GA003230</i> (9 digits only)
AMOUNT AUTHORIZED \$ 16,012.00	VENDOR NO. P1606001 (8 digits only)
DESIRED COMPLETION DATE 09 / 30 / 2020 MM / DD / YYYY	OBLIGATION END DATE 09 / 30 / 2020 MM / DD / YYYY
	EXPENDITURE END DATE 09 / 30 / 2020 MM / DD / YYYY

WORK / SOURCE DESCRIPTION /  
or AMENDMENT JUSTIFICATION : **ELDER JUSTICE CENTER PROGRAM**  
To plan, develop and implement a legal assistance program which includes education and outreach legal assistance, and other Title III-B LAS Program services in partnership with the Public Defender Service Corporation.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
<i>Hovitzger</i> Tommy Hovitzger uc CERTIFYING OFFICER NAME / SIGNATURE	<i>Joyce</i> Arthur U. San Antonio, MHR Actia, Director REQUESTING OFFICIAL NAME / SIGNATURE
AUG 28 2020 DATE	08/31/20 DATE

COST BREAKDOWN			
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	AMOUNT
111 - SALARIES & WAGES	\$ 7,250.00	\$	\$ 7,250.00
112 - OVERTIME			0.00
113 - FRINGE BENEFITS	2,918.00		2,918.00
220 - TRAVEL			0.00
230 - CONTRACTUAL SERVICES			0.00
240 - SUPPLIES & MATERIAL	1,599.00		1,599.00
250 - EQUIPMENT	4,245.00		4,245.00
280 - SUB-GRANTEE			0.00
290 - MISCELLANEOUS			0.00
361 - POWER			0.00
362 - WATER			0.00
363 - TELEPHONE			0.00
450 - CAPITAL OUTLAY			0.00
TOTAL \$	16,012.00	\$	\$ 16,012.00

REMARKS	BBMR USE ONLY	ACCEPTING DEPT / AGENCY USE ONLY
<i>7/15</i>	<b>CLEARED PER BBMR'S REVIEW NOV 18 2020</b>	<i>APWOC</i>
LESTER L. CARLSON, JR., DIRECTOR, BBMR APPROVED BY	DATE	STEPHEN P. HATTORI, EXECUTIVE DIRECTOR, PDSC ACCEPTED BY
		8/11/2020 DATE



GOVERNMENT OF GUAM

DEPARTMENT OF ADMINISTRATION  
FINANCIAL MANAGEMENT SYSTEM

INTRA GOV'T OF GUAM  
WORK REQUEST

ACCOUNT: \_\_\_\_\_

Original Request

Amendment No.: \_\_\_\_\_

FROM Department of Public Health & Social Services  
ORIGINATING DEPT. REQUEST NO. U20-1700- 012  
(9 digits only)

TO Public Defender Service Corporation  
ACCEPTING DEPT. ACCOUNT NO. 5100A201730GA003230  
with Object Class (9 digits only)

AMOUNT AUTHORIZED \$ 16,012.00 VENDOR NO. P1606001  
(8 digits only)

DESIRED COMPLETION DATE 09 / 30 / 2020 OBLIGATION END DATE 09 / 30 / 2020 EXPENDITURE END DATE 09 / 30 / 2020  
MM/DD/YYYY MM/DD/YYYY MM/DD/YYYY

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : ELDER JUSTICE CENTER PROGRAM  
To plan, develop and implement a legal assistance program which includes education and outreach legal assistance, and other Title III-B LAS Program services in partnership with the Public Defender Service Corporation.

CERTIFICATION OF FUNDS AVAILABILITY  
Tommy C. Taitague  
CERTIFYING OFFICER NAME / SIGNATURE AUG 28 2020  
DATE

REQUESTING OFFICIAL  
Arthur U. San Augustin, MHR Actin Director  
REQUESTING OFFICIAL NAME / SIGNATURE 08/31/2020  
DATE

COST BREAKDOWN			
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	AMOUNT
111 - SALARIES & WAGES	\$ 7,250.00	\$	\$ 7,250.00
112 - OVERTIME			0.00
113 - FRINGE BENEFITS	2,918.00		2,918.00
220 - TRAVEL			0.00
230 - CONTRACTUAL SERVICES			0.00
240 - SUPPLIES & MATERIAL	1,599.00		1,599.00
250 - EQUIPMENT	4,245.00		4,245.00
280 - SUB-GRANTEE			0.00
290 - MISCELLANEOUS			0.00
361 - POWER			0.00
362 - WATER			0.00
363 - TELEPHONE			0.00
450 - CAPITAL OUTLAY			0.00
<b>TOTAL</b>	<b>\$ 16,012.00</b>	<b>\$</b>	<b>\$ 16,012.00</b>

REMARKS:  
  
LESTER L. CARLSON, JR.,  
DIRECTOR, BBMR  
APPROVED BY DATE

ACCEPTING DEPT / AGENCY USE ONLY  
STEPHEN P. HATTORI  
EXECUTIVE DIRECTOR, PDSC  
ACCEPTED BY DATE 8/14/2020



**Legal Assistance Services Title III B**  
**Memorandum of Understanding with Public Defender Services Corporation**  
**Agreement Total: \$96,072.00**

**Funding Account: 5100A201730GA003230 (\$16,012.00)**

PHSSNICC    Appropriation Accounts    WRKAPPN  
 8/25/20    Current Period    18:44:20  
 Position to Account . . . . . 5100A201730GA003

pt Account No	Account name	Object Description	
Total Approp	YTD Allot - (Expend + Encumb)	=	Fund Avail
5100A201730GA003230	TITLE IIIB SUPPRTV SVC OVRMTCH CONTRACT		
5,859,209.00	5,859,209.00	5,839,084.81	20,124.19

**Funding Account: 5101G201730MA102230 (\$41,211.50)**

PHSSNICC    Appropriation Accounts    WRKAPPN  
 8/25/20    Current Period    18:44:20  
 Position to Account . . . . . 5101G201730MA102


Opt Account No	Account name	Object Description	
Total Approp	YTD Allot - (Expend + Encumb)	=	Fund Avail
5101G201730MA102230	TITLE III-B SUPPORTIVE SERVICE CONTRACT		
908,362.00	908,362.00	340,346.38	568,015.62

**Funding Account: 5101G191730MA102230 (\$38,848.50)**

PHSSNICC    Appropriation Accounts    WRKAPPN  
 8/25/20    Current Period    18:44:20  
 Position to Account . . . . . 5101G191730MA102

Opt Account No	Account name	Object Description	
Total Approp	YTD Allot - (Expend + Encumb)	=	Fund Avail
5101G191730MA102230	TITLE III-B SUPPORTIVE SERVICE CONTRACT		
294,486.57	294,486.57	255,638.07	38,848.50

**Point of Contact:**  
 Division of Senior Citizens, DPHSS  
 Acting Senior Citizens Administrator Charlene D. San Nicolas, MPA  
[charlene.sannicolas@dphss.guam.gov](mailto:charlene.sannicolas@dphss.guam.gov)  
 Tel. 735-7415/21

20-0490 

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**  
**DIVISION OF SENIOR CITIZENS**  
**AND**  
**GUAM PUBLIC DEFENDER SERVICE CORPORATION**  
**FOR THE MANAGEMENT AND OPERATION OF A**  
**TITLE III-B LEGAL ASSISTANCE SERVICES PROGRAM**  
**TO BE KNOWN AS**  
**THE ELDER JUSTICE CENTER (EJC)**

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

**THIS AGREEMENT** is made by and between the Department of Public Health and Social Services, Division of Senior Citizens (DPHSS, DSC), Guam’s State Office on Aging (Guam SOA), a line agency of the government of Guam, whose mailing address is 123 Chalan Kareta, Mangilao, Guam 96913-6304, and Guam Public Defender Service Corporation (PDSC) (hereto referred to as Service Provider) whose mailing address is 779 Route 4, Sinajaña, Guam 96910.

**WHEREAS**, DPHSS provides Guam-wide programs pursuant to the Older Americans Act, as amended through P.L. 116-131 (Older Americans Act, OAA), through its Division of Senior Citizens (DSC), Guam State Office on Aging (Guam SOA) through the use of non-profit, for-profit, public or private entities qualified to provide island-wide professional Title III services;

**WHEREAS**, the Guam SOA’s mission is to plan, coordinate, implement, and evaluate programs and services, and to identify and use all possible resources to promote, maintain and protect the total well-being of older persons (senior citizens age 60 years and older), while safeguarding their dignity, integrity, independence, values and cultures. (See 10 GCA, Health and Safety, Ch 8, Senior Citizens);

**WHEREAS**, one of DPHSS, DSC’s system of care Older Americans Act, Title III-B Supportive Services programs is its Legal Assistance Services (LAS) Program, which DPHSS, DSC administers in keeping with: The United States Department of Health and Human Services (HHS), Administration for Community Living (ACL) formerly known as Administration on Aging (AOA), Older American Act Title III – Grants for State and Community Programs on Aging. CFDA 93.044, its HHS approved, Guam SOA Four Year State Plan 2019-2023, annual Prime Grant Award(s), Federal Appropriation Act(s) requirements, and the Uniform Administration

Requirements, Cost Principles and Audit Requirements (Uniform Guidance 2 CFR Part 200) and the Uniform Guidance Administration Requirements Cost Principles and Audit Requirements for HHS (Uniform Guidance for HHS 45 CFR Part 75) and all applicable Federal and government of Guam laws, regulations, rules and guidance;

**WHEREAS**, the broad purpose of the LAS Program is to focus outreach and services particularly directed toward the most socially or economic needy older persons (those least likely able to advocate on their own behalf) to assist them to: understand their rights; exercise choices; benefit from services, opportunities and entitlements; meet essential needs of income, shelter, health care and nutrition; and maintain the rights promised and protected by law;

**WHEREAS**, DPHSS, DSC has a wait list of 500 eligible older persons for Title III-B LAS Program services;

**WHEREAS**, DPHSS, DSC is seeking a LAS Program services provider to provide “legal assistance” as defined in the Older Americans Act, as amended, in the form of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney;

**WHEREAS**, the PDSC, is a public corporation created under 12 GCA Autonomous Agencies Chapter 11 to provide effective legal aid and assistance to persons in Guam who cannot afford private counsel, to ensure the equal protection of the lawful rights of said persons, in accordance with prescribed ethics, laws, rules and regulations;

**WHEREAS**, its Board of Trustees’ has authorized PDSC to begin a pilot program to provide legal services covered by the LAS Program administered by DPHSS, DSC, through a pilot program known as the Elder Justice Center (EJC), a division of the PDSC;

**WHEREAS**, DPHSS, DSC has physical facility space at 123 Chalan Kareta, Mangilao, Guam, in which the EJC can operate, and also will coordinate with PDSC as to furniture, equipment, and technology with the goal of there being a “a safe and trusted place”, i.e. the EJC, that older persons with economic and social needs have access to;

**WHEREAS**, DPHSS, DSC has determined that the relationship with the PDSC is a subrecipient, subaward under 45 CFR Part 75 §351 (a); and that this a noncompetitive subaward, and PDSC most fully meets the standards of 45 CFR Chapter XIII § 1321.71 (c) (1) thru (5);

**WHEREAS**, PDSC is familiar with 45 CFR Chapter Part 1321, and the Title III-B Legal Assistance Program Restrictions and Requirements under § 307(a) (15) of the Older Americans Act, and its EJC program will at all times be in compliance with those requirements.

**WITNESSETH**, DPHSS, DSC and Guam PDSC, in consideration of mutual covenant hereinafter set forth, agree as follows:

**SECTION I. INCORPORATION AND ORDER OF PRECEDENCE**

The Federal Grant terms and conditions are incorporated by reference into this Agreement as if fully-rewritten herein. In the event of any conflict among these documents, the following order and precedence shall apply:

- A. Federal Grant Fund requirements:

1. Notice of Prime Grant Award HHS, ACL OAA Title III (as updated)
  2. Older Americans Act as amended through the Supporting Older Americans Act of 2020, P.L. 116-131 (3/25/2020)
  3. HHS 45 CFR Chapter XIII, Subchapter C, Part 1321
  4. ACL program requirements, handbooks and guidance URL: <https://www.acl.gov/grants/managing-grant>
  5. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  6. 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards
  7. HHS Grants Policy Statement
  8. Federal Funding Accounting and Transparency Act (FFATA)
  9. Anti-Lobbying Restriction for HHS Recipients
- B. Guam SOA Four Year State Plan 2020-2023 (as updated)
- C. Any MOU amendment(s) in reverse chronological order
- D. This Agreement itself inclusive of attachments
1. Attachment A - *Service Provider Negotiated and Approved Program Budget*
  2. Attachment B - *Notice of Grant Award (Notice of Prime Award)*
  3. Attachment C - *Subaward Data*
  4. Attachment D - *Limited English Proficiency Certification*
  5. Attachment E - *Civil Rights Requirements*
  6. Attachment F - *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*
  7. Attachment G - *Compliance with Federal Laws and Regulations*
  8. Attachment H - *Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for Health and Human Services (HHS) Awards – Contract Provisions*

## **SECTION II. SCOPE OF SERVICES**

1. PDSC shall provide the Management and Operation of a Title III-B Legal Assistance Services Program administered by DPHSS, DSC, through a pilot program known as the Elder Justice Center (EJC), a division of PDSC.
2. PDSC will operate the EJC for the purpose of providing legal services, training and outreach activities, and collaboration services.
3. PDSC shall provide Title III-B “legal assistance” as defined in the Older Americans Act Section 102 (33) to mean legal advice and representation provided by an attorney to older individuals with economic or social need; and includes (i) to the extent feasible, counseling other appropriate assistance by a

paralegal or law student under the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law.

4. PDSC shall develop and implement a strategy to address the wait list of 500 eligible older persons for legal assistance under the Title III-B LAS Program.
5. PDSC shall provide experienced and compassionate staff. The EJC staff will include attorneys, special project coordinators, a legal secretary and legal clerk. The attorney(s) will address the legal issues of the senior citizens and other program requirements. One attorney will serve as the Supervising Attorney for the EJC staff. The Special Projects Coordinators will be responsible for managing the waitlist; conducting case management; coordinating/conducting outreach/collaborative activities; establishing and maintaining an active Advisory Council; and performing grants management duties and fulfilling other program requirements. The Legal Secretary will prepare documents, act as a liaison between the attorney and the client, and perform other secretarial duties. The Legal Clerk will assist, receive and direct all program inquiries; conduct screening and intake interviews, ensure all new cases are reviewed and assigned, and perform other clerical duties.
6. The EJC will establish and maintain an Advisory Council that meets quarterly to provide guidance on the services and policies affecting EJC operations.
7. The EJC will develop and implement Standard Operating Procedures.
8. PDSC shall deliver legal services, education, training and collaborative services.

A. Legal Services

- (1) PDSC shall provide legal assistance to approximately 40 or more seniors per month. Although Legal services include intake and assessment, legal representation to eligible seniors, information and referral services, client feedback and evaluation. Services will be coordinated with Guam Legal Services Corporation-Disability Law Center and the Legal Service Corporation provider on Guam.
- (2) PDSC shall give priority to legal assistance, based on urgency of need related to income, health care, adult day care admission, long-term care, nutrition, housing including landlord-tenant issues primarily in defense against evictions, utilities, protective services, defense of guardianship, abuse, neglect, age discrimination regarding employment, consumer issues in cases that reflect a pattern of fraud against the elderly as a group, and public benefits. Services shall include Advance Directives including powers of attorney, restraining orders, guardianships of the person and wills. Legal services are inclusive of referrals to agencies for supportive services.
- (3) PDSC will not provide legal assistance in matters excluded from the EJC by their Board of Trustee, such as: adversarial litigation, fee-generating cases, real estate transaction matters, including Special Power of Attorney cases involving real property, deeds, and other real property conveyances. PDSC will not compete with the private bar for clients who would otherwise be able to afford an attorney at their own expense. PDSC will only accept clients for legal services who are aged 60 and older and financially qualify using the same eligibility criteria for all PDSC cases.

*\*HHS ACL Formula Grant Title III-B Federal funds have financial qualifying eligibility requirements, in the DPHSS, DSC LAS Program, and in order to be compensated with Federal funds, PDSC eligibility criteria will need to be in align with those applicable criteria. PDSC will meet on a program level with DPHSS, DSC to address any issues.*

- (4) Requests for legal advice that fall outside of subsection 8 (A)(3), or for which PDSC has a conflict of interest in representing, shall be referred by the EJC to the Guam Bar Association Lawyer Referral Service and/or other service providers, e.g. Guam Legal Services Corporation-Disability Law Center and Micronesian Legal Services Corporation if within their program priorities.
- (5) PDSC shall provide guidance to DPHSS, DSC, as to number and nature of referrals made for legal services outside their authorization for EJC, in subsection 8 (A)(3), that are part of the LAS Program. DPHSS, DSC and PDSC shall continue to meet, and review the above, to see if other avenues might be utilized, so that larger impactful issues seniors face are being addressed, in addition to lower impact fast-turn around matters.
- (6) EJC services shall be provided at the DPHSS, DSC office, 123 Chalan Kareta, Mangilao, Guam, with the hours of operation from 8:00 am. to 5:00 a.m. Monday through Friday, and the written schedule to be mutually agreed to in writing between EJC and DPHSS, DSC on a program level.
- (7) DPHSS, DSC shall provide office space, furniture and equipment to the EJC, the specifics of which will be mutually agreed to in writing between EJC and DPHSS, DSC on a program level.

**B. Education and Training Services**

PDSC will conduct quarterly education and training to seniors, caregivers and service providers. Topics will include services provided by the Elder Justice Center, Elder Abuse and Neglect, Wills, Powers of Attorney, Guardianships issues. PDSC's outreach efforts will be designed to identify and serve under-served and hard-to-reach seniors. The EJC's outreach efforts will be conducted at the Senior Centers and venues. The EJC will conduct no less than two (2) per quarter.

**C. Collaboration Services**

PDSC will collaborate with service providers to include, but not limited to, (1) the Guam Bar Association to furnish services on a pro bono and reduced fee basis; (2) the recipient on Guam for the Legal Services Corporation Program to coordinate the provision of services to seniors with social and economic need; and (3) applicable disability-related programs and organizations/agencies that provide services to seniors. Through its collaboration, the EJC will play an important role in training, service coordination, and resource development targeted towards legal services that safeguard and protect the rights and interest of Guam's senior citizens.

**9. Provide services to its 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 of 1965, as amended].
  - 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 of 1965, as amended].
  - D. Older individuals who are referred by the Bureau of Adult Protective Services who are seeking legal remedy for cases where the older individual may or may not have died as a result of abuse.
  - E. Older individuals who are referred by the Title III Case Management Services Program for Title III Adult Day Care, as appropriate.
10. Ensure written registration procedures are effectuated and implemented that address, at a minimum, the following:
- A. Registration Process to access and refer for services. The Registration Process shall include the process to be used by the Guam PDSC to ensure clients are aware of the legal services to be provided, as well as to ensure clients are aware of and acknowledge the prioritization of services provision.
  - B. A client who receives Legal Assistance Services (LAS) within the reporting fiscal year (October 1 through September 30) is counted as a registered client. Guam PDSC is responsible for registering clients and tracking deceased clients within the reporting fiscal year.
  - C. The DPHSS/DSC *Intake, Profile, and Referral (IPR)* form shall be used to register clients for this program and to refer clients to other long-term services and supports; outdated IPR blank forms shall be discarded.
  - D. The DPHSS/DSC *IPR Record Change and Service Form* shall be used to update or change information of a client's IPR.
  - E. The registration process shall 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.
  - F. The registration process shall include an *Emergency Legal Assistance Service* to respond to critically emergent situations to protect and safeguard the life and safety of vulnerable and high-

risk clients. Legal services shall be provided at Guam Memorial Hospital, Guam Regional Medical City, or other facilities to execute legal documents as appropriate and necessary to safeguard and/or represent and protect the interest of the client.

- G. Ensure registered clients of the LAS program 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.
  - H. Wait-List. LAS is to establish a list of clients who are waiting to receive program services and currently not receiving any services. LAS is required 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.
  - I. Client Contact. Ensure contact with the client occurs no later than two (2) working days after receipt of the referral to coordinate the client's registration for the LAS 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.
  - J. Duplication of Services. Ensure 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.
  - K. Ensure written provisions 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 in-door pets.
  - L. Ensure written provisions for registered client requiring further assessment is referred within three (3) working days, unless the referral warrants to be expedited on the same day to the Case Management Services Program for seniors.
11. Definitions and Units of Services (UOS). Maintain and report Units of Services (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. Legal Assistance Development – Activities carried out by the state “Legal Assistance Developer” that are designed to coordinate and enhance state and local legal services and elder rights programs.
  - B. Impairment in 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: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.



- C. **Impairment in Instrumental Activities of Daily Living (IADL)** – The inability to perform one or more of the following eight instrumental activities of daily living without personal assistance, or stand-by assistance, supervision or cues: preparing meals, shopping for personal items, medication management, managing money, using telephone, doing heavy housework, doing light housework, and transportation ability (transportation ability refers to the individual’s ability to make use of available transportation without assistance).
  - D. **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.
  - E. **Legal Assistance (1 Hour)** – Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.
  - F. **Information and Assistance (1 Contact)** – A service that:
    - (1) Provides individuals with information on services available within the communities;
    - (2) Links individuals to the services and opportunities that are available within the communities; and
    - (3) To the maximum extent practicable, establishing adequate follow-up procedures. Internet web site “hits” are to be counted only if information is requested and supplied.
  - G. **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.
12. **Multi-Disciplinary Team (MDT) Meeting.** Within 30 days ensure there is a list of Multi- Disciplinary Primary and Alternate Team Members to address complex issues as necessary.
13. **Awareness of Elder Concerns.** Ensure program personnel are aware of unresolved problems and concerns of clients and that the LAS designee shall work with both internal and external resources and services to address the problems and concerns.
- A. The LAS designee staff shall initiate a referral for the coordination of services in support of the clients requiring such services with respective Service Providers.
  - B. Ensure record book of clients’ problems, concerns and MDT meeting summaries shall be maintained and made available upon request by DPHSS/DSC.
  - C. The problems, concerns and MDT issues that remain unresolved and require the DPHSS/DSC attention shall be reported as an unmet need in the Monthly Program Summary. For each reported unmet need, the LAS designee staff shall provide a succinct report as to the efforts made by the organization to address the unmet need.

8. Information, Referral and Assistance. Ensure submission of the following:
- A. Written process for building 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.
  - B. Written process to initiate and provide follow-up to clients on referral for the coordination of services, i.e., public housing, public benefits, and social security, for clients requiring such services with the respective service providers.
9. Clients' Rights and Responsibilities. Ensure submission of Title IIIB Supportive Services compliant written procedures covering Clients' Rights and Responsibilities that include, at a minimum, the following:
- 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. The consequences for the non-compliance with rules and regulations under this program.
  - C. Grievance and Appeal Procedures for clients who are dissatisfied with or denied services under this program.
  - D. 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.
  - E. A plan ensuring client 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 LAS designee.
    - (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 LAS file maintained by the program.

- (3) Ensure the Rights and Responsibilities are clearly printed with the client or the authorized representative signing off on the document as well as the assigned LAS designee. Ensure this document is dated and is updated annually after the initial orientation is completed.

10. Office/Facility. Ensure 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 Guam PDSC administering this program, DPHSS/DSC as the funding source of the program, hours of operation, and office telephone number(s), as appropriate.
- C. Ensure office/facility(ies) complies with the Americans with Disabilities Act Amendments Act (ADAAA) requirements.
- D. Program Input. Ensure a system is available to allow clients and their family and caregiver an opportunity to express their thoughts on the LAS Program. A LAS designee is required to address each suggestion on a weekly basis and provide feedback through a newsletter or open letter listing the suggestion received and the action taken, proposed action to be taken and the individual or organization responsible to address or respond to the suggestion presented.

11. Hours of Operation. The LAS office hours are from 8:00 a.m. to 5:00 pm, Monday through Friday, except on Government of Guam holidays.

12. Service Hours. Services shall be client driven; therefore, legal services shall be provided at the time and place most appropriate and suitable for the client and the nature of legal services being rendered.

13. Types of Services.

- A. Legal Assistance (1 Hour) – Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.
- B. 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.
- C. 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.

14. **Types and Priority of Service.** Service Provider shall:

- A. Coordinate and or advocate for the involvement of the private bar in legal assistance activities including groups within the private bar furnishing services to older individuals on a pro bono and reduced fee basis.
- B. Provide legal assistance to older individuals with social or economic need and has agreed to coordinate its services with existing Legal Services Corporation projects in the planning and service area in order to concentrate the use of funds provided on individuals with the greatest such need; and
- C. Give priority to legal assistance, based on urgency of need related to income, health care, adult day care admission, long-term care, nutrition, housing including landlord-tenant issues primarily in defense against evictions, utilities, protective services, defense of guardianship, abuse, neglect, age discrimination regarding employment, consumer issues in cases that reflect a pattern of fraud against the elderly as a group, land issues regarding "title to" or "use of property" and public benefits. These services shall include Advance Directives including financial and health care powers of attorney, powers of attorney, restraining orders, wills, etc., as applicable.

15. **Supportive Services Program Authorized.** Service Provider shall ensure services are designed to provide the older individuals legal assistance and other counseling services and assistance to include:

- A. Tax counseling and assistance, financial counseling, and counseling regarding appropriate health and life insurance coverage.
- B. Representation:
  - (1) of individuals who are wards (or are allegedly incapacitated); and
  - (2) in guardianship proceedings of older individuals who seek to become guardians, if other adequate representation is unavailable in the proceedings; and
- C. Provision, to older individuals who provide uncompensated care to their adult children who have a disability, of counseling to assist such older individuals with permanency planning for such children.
- D. To provide information and training for individuals, who are or may become guardians or representative payees of older individuals including information on the powers and duties of guardians and representative payees and on alternatives to guardianship.
- E. Advocate for senior rights and entitlements programs and provide support for other advocacy efforts.

16. Legal Assistance. Code of Federal Regulations, Title 45, Section 1321.71
- A. A legal assistance provider may not require an older person to disclose information about income or resources as a condition for providing legal assistance under this part.
  - B. A legal assistance provider may ask about the person's financial circumstances as a part of the process of providing legal advice, counseling and representation, or for the purpose of identifying additional resources and benefits for which an older person may be eligible.
  - C. A legal assistance provider and its attorneys may engage in other legal activities to the extent there is neither a conflict of interest nor other interference with their professional responsibilities under the Act.
17. Legal Fees. Service Provider shall not be required to pay court fees, filing fees, recording fees, etc. These legal assistance services-related fees are the responsibility of the client. However, if the client is indigent, the Service Provider shall assist the client in obtaining a waiver for fees.
18. Fee Generating Cases. Under the Older Americans Act provider shall not use funds received under this program to provide legal assistance in a fee generating case unless other adequate representation is unavailable or there is an emergency requiring immediate legal action. Under the Older Americans Act provider procedures are established for the referral of fee generating cases.
- A. "Fee generating case" means any case or matter which, if undertaken on behalf of an eligible client by an attorney in private practice, reasonably may be expected to result in a fee for legal services from an award to a client, from public funds, or from the opposing party.
  - B. Other adequate representation is deemed to be unavailable when:
    - (1) Recovery of damages is not the principal object of the client; or
    - (2) A court appoints a provider or an employee of a provider pursuant to a statute or a court rule or practice of equal applicability to all attorneys in the jurisdiction; or
    - (3) An eligible client is seeking benefits under title II of the Social Security Act, 42 U.S.C. 401, *et seq.*, Federal Old Age, Survivors, and Disability Insurance Benefits; or title XVI of the Social Security Act, 42 U.S.C. 1381, *et seq.*, Supplemental Security Income for Aged, Blind, and Disabled.
    - (4) The case has been rejected by two (2) private attorneys for inability of senior to pay fee; or
    - (5) No lawyer will consider the case without payment of a consultation or prepayment fee that the senior is unable to pay.
  - C. A provider may seek and accept a fee awarded or approved by a court or administrative body, or included in a settlement.
  - D. When a case or matter accepted in accordance with this section results in a recovery of damages,

other than statutory benefits, a provider may accept reimbursement for out-of-pocket costs and expenses incurred in connection with the case or matter.

19. **Prohibited Political Activities.** Service Provider, its employees, or staff attorney shall not engage in the following prohibited political activities:
- A. 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;
  - B. Intentionally identify the Title III program or provider with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office;
  - C. While engaged in legal assistance activities supported under the Act, no attorney shall engage in any political activity;
  - D. No funds made available under the Act shall be used for lobbying activities, including but not limited to any activities intended to influence any decision or activity by any nonjudicial Federal, State or local individual or body. Nothing in this section is intended to prohibit an employee from:
    - (1) Communicating with a governmental agency for the purpose of obtaining information, clarification, or interpretation of the agency's rules, regulations, practices, or policies;
    - (2) Informing a client about a new or proposed statute, executive order, or administrative regulation;
    - (3) Responding to an individual client's request for advice only with respect to the client's own communications to officials unless otherwise prohibited by the Older Americans Act, title III regulations or other applicable law. This provision does not authorize publication of lobbying materials or training of clients on lobbying techniques or the composition of a communication for the client's use; or
    - (4) Making direct contact with the area agency for any purpose;
    - (5) Providing a client with administrative representation in adjudicatory or rulemaking proceedings or negotiations, directly affecting that client's legal rights in a particular case, claim or application;
    - (6) Communicating with an elected official for the sole purpose of bringing a client's legal problem to the attention of that official; or
    - (7) Responding to the request of a public official or body for testimony, legal advice or other statements on legislation or other issues related to aging; provided that no such action will be taken without first obtaining the written approval of the responsible area agency.
  - E. While carrying out legal assistance activities and while using resources provided under the Act, no provider or its employees shall:

- (1) Participate in any public demonstration, picketing, boycott, or strike, except as permitted by law in connection with the employee's own employment situation;
- (2) Encourage, direct, or coerce others to engage in such activities; or
- (3) At any time engage in or encourage others to engage in:
  - a. Any illegal activity; or
  - b. Any intentional identification of programs funded under the Act or recipient with any political activity.

F. None of the funds made available under the Act may be used to pay dues exceeding \$100 per recipient per annum to any organization (other than a bar association), a purpose or function of which is to engage in activities prohibited under these regulations unless such dues are not used to engage in activities for which Older Americans Act funds cannot be used directly.

20. **Case Selection Criteria.** Service Provider is encouraged to develop and implement a Case Selection Criteria to assist the LAS Program in defining the parameters to ensure representation is provided to those most in need, appropriate to the types of services to be provided, and the likelihood of a successful case resolution. Service Provider shall ensure written Standard Operating Procedures (SOP) for the implementation of a Case Selection Criteria is established and provided to the DPHSS, DSC.

21. **Files, Records Maintenance, Access and Confidentiality.** LAS Program is 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. 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. Ensure all client files remain confidential. Maintain and update individual client files. Ensure 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 for services. Files shall include evidence of the following:

- (1) Intake, Profile and Referral (IPR) Form and subsequent updates;
- (2) Copy of Acknowledgement receipt of the most current version of the Clients' Rights and Responsibilities;
- (3) Copy of Acknowledgement of Prioritization of Services (POS) Advisement;
- (4) Client Service Plan;
- (5) Client Service Record;
- (6) Copy of court and legal documents executed on behalf of the client;

- (7) Units of Service Record;
- (8) Log sheet of attorney contact hours provided to clients;
- (9) Reports of accidents and incidents involving client, actions taken and resolution of each accident and incident, as applicable;
- (10) Documentation of counseling provided or meetings held regarding the client, as applicable; and
- (11) Other documents as deemed necessary by the DPHSS, DSC.

C. Legal Assistance Monthly Logbook. Maintain a logbook containing the following information:

- (1) Names of all clients contacted each month in the course of providing Legal Assistance Services;
- (2) Total number of Information and Assistance contacts; and
- (3) Total number of Outreach contacts made each month to include location and number of potential clients.

D. Ensure all program personnel files remain confidential. Maintain and update individual program personnel files of each employee and shall include evidence of the following:

- (1) Current Notary License, as applicable;
- (2) Current Certificate of Good Standing from the Supreme Court of Guam and other jurisdictions (only for attorneys);
- (3) 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;
- (4) Acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278;
- (5) Reports of accidents and/or incidents involving program personnel affecting the care of clients or operation of the program and actions taken towards resolution; and
- (6) Other documents as deemed necessary by the DPHSS, DSC (e.g. Guam Driver's License).

22. Ensure all monthly Program Reporting Requirements 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).

A. Monthly Program Reports. Service Provider is 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. Monthly Program Reports shall be complete, accurate, and received by the DPHSS, DSC in the format provided *and are required to include*:

- (1) Transmittal Page
- (2) Invoice



- (3) Expenditures Report by Object Class and Sub-Categories
- (4) Expenditure Report 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) Wait List
    - 2) Progress To Address the Reduction/Elimination of the Wait List
  - e. Units of Service
  - f. Volunteer(s)
  - g. 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
  - h. 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. Waiting List (response required) to include the estimated cost to address
  - e. Terminated Cases (Due to death, relocation, or no longer needing the service.)
  - f. Categorical Listing of Unmet Needs (response required)
  - g. 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) 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. Last 4-digits of Social Security Number
  - g. Ethnicity (NAPIS category)
  - h. Race (i.e., Chamorro, Filipino, Korean, etc.)
  - i. Citizenship
  - j. Telephone Number
  - k. Home Address
  - l. Village
  - m. First Service Use Date
  - n. Current Status (New, Active, Inactive or Terminated)

- o. Client Demographics
  - 1) Marital Status
  - 2) Living Status (i.e. Lives Alone, With Family, etc.)
  - 3) Poverty Status
- p. Number of Activities of Daily Living (ADL) Impairments
- q. Number of Instrumental Activities of Daily Living (IADL) Impairments
- r. Name of caregiver and/or legal representative and contact number(s)
- (11) Terminated Client Listing. Current year-to-date list of clients in alphabetical order containing the following:
  - a. Name of Client
  - b. Date of Birth
  - c. Date of Termination
  - d. Reason for termination, such as, Death, Relocation, etc.
- (12) 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, 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) Financial Statement Report. The Service Provider shall include a Financial Statement Report generated from an automated Accounting System. 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, as practicable.

**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) Non-Expendable Property Inventory Listing shall be certified by its certifying officer or designee 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.
- (2) 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.

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

- (1) Service Provider is 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) Service Provider is 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 LAS Program 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 and/or the General Services Agency (GSA) 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) Service Provider is 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) Service Provider is 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 the LAS Program is not permitted.
- (3) Service Provider is 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. Service Provider is 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 LAS Program for specific use of this Program, through purchase, gift or other means, the equipment becomes the property of the DPHSS, DSC. Service Provider is 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 LAS Program. 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.

### **SECTION III. PRIORITIZATION OF SERVICES**

Guam State Office on Aging (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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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.

<b>Activities of Daily Living (ADL)</b> – 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.

After applying the Prioritization of Services (POS) and the demand for services still outweigh the available resources the Service Provider is required to advise the Guam SOA who will provide additional guidance and direction to the Service Provider 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, 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.

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

4. The catalyst for the POS to be activated by the Guam SOA is dependent on the Guam SOA receiving official notification from the Service Provider 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 Service Provider is required to provide 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 Service Provider receives notification from the Guam SOA to activate the application of the Prioritization of Services (POS) 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 waiting list, as well as new referrals. The Service Provider is required to advise all Legal Assistance Services (LAS) clients of this provision prior to the provision of services which is to be documented in each case file.

In the event the Service Provider implements the POS absent the notification from the Guam SOA, the Service Provider's Monthly Program Invoice (MPI) shall be reduced by 25% for non-compliance with this provision of the agreement.

#### **SECTION IV. PROGRAM PERSONNEL RESPONSIBILITIES, REQUIREMENTS, CERTIFICATION AND TRAINING**

1. The Service Provider shall ensure all services and activities provided by the program personnel are performed in a professional, courteous, culturally sensitive, safe and caring manner. The Contractor shall ensure program personnel are trained to proficiency in Title III and Title VII Aging Programs.
  - A. Executive or Program Director shall be licensed to practice law on Guam and responsible for the overall management of this program and shall possess the experience, knowledge and skills to accomplish the objectives of the program, and be responsible for:
    - (1) Planning and development in the delivery of program services;
    - (2) Evaluation of program services ensuring contractual compliance and efficiency, effectiveness and accountability of this program;
    - (3) Resource development to improve the efficiency and accessibility of program services that would meet the needs of the population to be served;
    - (4) Fiscal management, budgeting, preparing reports, and maintaining complete and accurate records;
    - (5) Community and advisory group collaboration and relations; and
    - (6) Personnel management, training and staff development, including volunteers and student interns.
2. The Service Provider shall ensure the following requirements are met by program personnel prior to employment and be current, not expired or outdated, while employed with this Program.
  - A. The following requirements shall be met by all program personnel prior to their employment with this program:

- (1) Possess a current Guam Driver's License, as applicable;
- (2) Acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278; and
- (3) 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.

B. 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.

C. Special Requirements:

- (1) A staff member shall possess a current Notary License.
- (2) Attorneys shall provide a copy of a current Certificate of Good Standing from the Supreme Court of Guam or the highest court of any jurisdiction(s) in which they are licensed to practice.

## **SECTION V. 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.** Service Provider is 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 contractor.
3. **Requests for Program Response.** Service Provider is 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.** Service Provider is required to be knowledgeable of the provisions of this Agreement with the DPHSS, DSC and be provided copies of the MOU and the program budget. Service Provider is required to report the absence of the

Executive or Program Director 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. Service Provider is required 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 Service Provider acknowledges as key personnel of this Program. In the event of an emergency, the Service Provider is 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.** Service Provider is 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. Service Provider is 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.** Service Provider is 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 Service Provider 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.** Service Provider is 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. Service Provider is 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. Service Provider is 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. Service Provider 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.** Service Provider is 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 Service Provider.
9. **Volunteers and Student Interns.** Volunteers and student interns are authorized and encouraged within

Title III programs. Service Provider is required to 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 contractor or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the Service Provider or entity if:

- (1) the volunteer was acting within the scope of the volunteer's responsibilities in the non-profit contractor 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 contractor 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. Service Provider is required to provide each volunteer and student intern a written job description listing their specific duties and responsibilities.

C. Service Provider is 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. Service Provider is 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 contractor; name of program; name of program personnel, volunteer or student intern; and their work identification number.

11. Client Survey. Service Provider is required to conduct a client survey to gauge clients' perceptions of services rendered by the LAS 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 31<sup>st</sup> preceding September 30<sup>th</sup> of each contract term.

12. **Advisory Council Meetings.** Service Provider is required to establish and maintain an Advisory Council that meets quarterly to provide guidance to the Executive or Program Director 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 Service Provider'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. Service Provider is required to provide the meeting venue, administrative support services and submit program progress reports and client suggestions to the Advisory Council. Service Provider's Board of Directors or paid program personnel shall not serve in the capacity of Advisory Council members. The Executive or Program Director is 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 contractor's Board of Directors that promotes the maximum development of this program.
- D. Service Provider is required to submit to DPHSS, DSC by October 31<sup>st</sup> of every program year, 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. Service Provider is 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.

## SECTION VI. PROGRAM MONIES.

Service Provider is 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.** Service Provider is 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). Service Provider is 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. Service Provider is required to refer to OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. The Service Provider shall safeguard Program Income generated in support of this program, accounting for all funds in keeping with OMB Circular A-87 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.** Service Provider is 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 Service Provider 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.** Service Provider is 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 contractor'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 PDSC's Work Request 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 Service Provider, as directed by DPHSS, DSC.

**SECTION VII. CONTRACT TERM**

**Effective Date.** The effective date of this Agreement will be the date signed by the Governor.

**Initial Term.** The initial term of the contract shall be from the Effective Date through September 30, 2021, with the added proviso, that if the PDSC Board of Trustees does not extend the authorization of PDSC as to this Pilot Program, then the initial term shall end on the date as provided by the PDSC Board of Trustees. There may be multiple certifications of funds to this Agreement within the Fiscal Year and as additional funds are received, the parties will sign either a BBMR Form to certify additional funds, or an Amendment to this Agreement, whichever form is appropriate in keeping with the Federal and Local funds, for the remainder of Fiscal Year 2021.

**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.

In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Service Provider 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.

**SECTION VIII. COMPENSATION FOR SERVICES**

Subject to the appropriation, allocation, and availability of funds, DPHSS, DSC will compensate Service Provider for services performed pursuant to Section II. Scope of Services and the agreed to Service Provider Negotiated and Approved Program Budget set forth in more detail in Attachment A attached hereto and incorporated herein as if fully rewritten. Compensation for the first six (6) months of the Agreement from the Effective Date in the not to exceed amount of Ninety-Six Thousand Seventy-Two Dollars and Zero Cents (\$96,072.00). Compensation for the remainder of the Initial Term is anticipated funding to be received from the HHS ACL Formula Grant and the Guam State Plan and through the Legislature’s enactment of a government of Guam budget for FY 2021, from October 1, 2020 through September 30, 2021.

\* DPHSS, DSC has carry-over Federal Funds from FY 2019 and FY 2020 and local Match-Funds for September 1, 2020 through December 31, 2020, or six (6) months from the Effective Date, which ever is longer.

The parties agree to negotiate in good faith as to compensation for any future Renewal Term.

**SECTION IX. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION**

- 1. **Financial Management.** Service Provider shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and Guam requirements. Service Provider shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

2. **Limitations on Expenditures.** Service Provider shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration, cancellation or termination of this Agreement. DPHSS, DSC will only reimburse Service Provider for documented expenditures incurred during the Agreement that are: (i) reasonable and necessary to carry out the services; (ii) documented by contracts or other evidence of liability consistent with established DPHSS, DSC and Service Provider procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

## **SECTION X. COOPERATION IN MONITORING AND EVALUATION**

1. **DPHSS, DSC Responsibilities.** DPHSS, DSC will monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of approved services performed under this Agreement. DPHSS, DSC has the responsibility to determine whether Service Provider has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Service Provider has met such requirements. DPHSS, DSC may require Service Provider to take corrective action if deficiencies are found.
2. **Service Provider - Subrecipient Responsibilities.**
  - A. Service Provider will permit DPHSS, DSC to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award (Attachment B) and Service Provider agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
  - B. Service Provider will cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of DPHSS, DSC, Guam Public Auditor, HHS ACL or their authorized delegates, and Service Provider agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.
  - C. Service Provider will ensure timely submission of all Monthly/Annual/Closing/Transition Reports and Data.
3. **Federal and Local Government of Guam Funding – Allowable Costs**

This procurement is funded with federal and local 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.

**A. Improper Payments**

Any item of expenditure by Service Provider under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of DPHSS, the Government of Guam Public Auditor, HHS ACL, the U.S. Government Accountability Office or the Comptroller General of the United States, or their delegates, to be improper, unallowable, in violation of federal or Guam law or the terms of the Notice of Grant Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Service Provider, shall become Service Provider's liability, to be paid by Service Provider from funds other than those provided by DPHSS, DSC under this Agreement or any other agreements between DPHSS and Service Provider. This provision shall survive the expiration or termination of this Agreement.

**B. Audited Financial Statements**

In any fiscal year in which Service Provider expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Service Provider must comply with the federal audit requirements contained in the Uniform Guidance, 45 CFR Part 75, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Service Provider expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by DPHSS, the Government of Guam Public Auditor, appropriate officials of HHS ACL, the U.S. Government Accountability Office or the Comptroller General of the United States, or their delegates, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Service Provider will provide DPHSS, DSC with a copy of Service Provider's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Service Provider's most recently ended fiscal year.

**C. Closeout**

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

the deadlines specified by DPHSS, DSC. This provision shall survive the expiration or termination of this Agreement.

## **SECTION XI. PROCUREMENT STANDARDS – SUBRECIPIENT – FEDERAL GRANT FUNDS**

Service Provider is a subrecipient of DPHSS, DSC in carrying out the program services that are part of this Agreement and shall utilize and adhere to 5 GCA §§5001-5805, 2 GAR Division 4 §§1101-12601, and the Federal and Guam laws, regulations and requirements applicable to acquisition of supplies and services under this program.

DPHSS, DSC passes through to Service Provider the requirements of all federally funded contracts set forth in 45 Part 75 Appendix II, and the Contractor shall flow through the requirements to its vendors and contractors, as applicable.

45 CFR Part 75 HHS Procurement Standards.

§ 75.326 Procurement by states.

When procuring property and services under a federal award, a state must follow the same policies and procedures it uses for procurement from its non-Federal funds. The state will comply with § 75.331 and ensure that every purchase order or other contract includes any clauses required by § 75.335. All other non-Federal entities, including subrecipients of a state, will follow §§ 75.327 through 75.335.

§ 75.331 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 Act. The requirements of § 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 by the preceding fiscal year exceeding \$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.

§ 75.335 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

45 CFR Part 75 Appendix II.

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 affected 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 1964-1965 Comp. p. 339) as amended by Executive Order 11375, amending Executive Order 1126 Relating to Equal Employment Opportunity and implementing regulations at 41 CFR part 60.
- 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). 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). 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 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 part 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 § 75.331 Procurement of recovered materials.

## **SECTION XII. CONTRACT TERMS AND CONDITIONS**

### **1. INDEPENDENT CONTRACTOR RELATIONSHIP**

The relationship of Service Provider to DPHSS, DSC is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this

Agreement on behalf of Service Provider shall not be deemed to be an employee or independent contractor of DPHSS, DSC and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from DPHSS, DSC. Service Provider agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Service Provider agrees to indemnify, defend and hold harmless DPHSS, DSC and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L. 111-148) with respect to such individual performing services under this Agreement on behalf of Service Provider. This provision shall survive the expiration or termination of this Agreement.

## 2. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS

### A. Compliance with Notice of Grant Award, and this Agreement

Service Provider will perform all activities funded by this Agreement in accordance with: (i) the Notice of Grant Award attached hereto as Attachment B, including any amendments thereto; (ii) the Subaward Data attached hereto as Attachment C, including any amendments thereto; (iii) the Scope of Services, (iv) the able contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance 45 CFR Part 75 HHS and "Required Contract Provisions". In addition, Service Provider shall cooperate fully with DPHSS, DSC in it carrying out Guam SOA Four Year Plan, and DPHSS, DSC efforts to comply with the Older Americans Act, applicable Appropriation Act, and the requirements of the Notice of Prime Award, including any amendments thereto.

### B. Compliance with Applicable Laws

Service Provider will perform all activities funded by this Agreement in accordance with all applicable federal and Guam laws. The term "federal and Guam laws" as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term of this Agreement, as well as all such laws which may be enacted or otherwise become effective during the Term of this Agreement. The term "federal and Guam laws" shall include, without limitation:

- (1) **Authorizing Statute and Regulations.** The HHS ACL Federal Award Authorizing Statute and Regulations, as well as program policies and guidelines issued by HHS ACL.
- (2) **Grants Administration Regulations.** *See Section 1 above.*
- (3) **Administrative Requirements; Cost Principles; Audit Requirements.** Service Provider will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75; iv) Restrictions on Lobbying.
- (4) **Restrictions on Lobbying.** Service Provider will comply with the restrictions on

lobbying set forth in 45 CFR Part 93. If the Subaward exceeds \$100,000, Service Provider must execute and deliver to DPHSS the certification in the format set forth in Appendix A to Part 93 "Certification Regarding Lobbying". In addition, Service Provider will comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Subaward were appropriated.

- (5) **Covenant Against Contingent Fees.** Service Provider represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, DPHSS, DSC shall have the right to annul this Agreement without liability or, in its discretion, to offset against amounts it owes Service Provider under this Agreement or otherwise recover from Service Provider the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.
- (6) **Suspension and Debarment.** Service Provider represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Government wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Service Provider further agrees that it will notify DPHSS, DSC immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at [www.sam.gov](http://www.sam.gov).
- (7) **DUNS Number.** Service Provider agrees and acknowledges that DPHSS, DSC may not grant the Subaward and Service Provider may not receive the Subaward unless Service Provider has provided its Data Universal Numbering System ("DUNS") number to DPHSS, DSC. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
- (8) **Federal Funding Accountability and Transparency Act of 2006.** Service Provider agrees to provide DPHSS, DSC with all information requested by DPHSS, DSC to enable DPHSS, DSC to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- (9) **Regulations on Nondiscrimination.** Service Provider will comply with the HHS regulations on nondiscrimination in HHS programs or activities receiving federal financial assistance at 45 CFR Parts 80, 84, 86 and 91.
- (10) **Drug-Free Workplace.** Service Provider will comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 et seq. and 2 C.F.R. 182, and the applicable HHS regulations set forth in 45 CFR Part 82, which require all programs and activities receiving federal assistance to maintain a drug-free workplace.
- (11) **Equal Treatment for Faith-Based Organizations.** Service Provider will comply with the HHS regulations regarding the equal treatment of religious organizations in HHS programs, 45 C.F.R. Part 87.
- (12) **Pro-Children Act of 1994.** In accordance with 20 U.S.C. 6081 et seq., Service Provider certifies that Service Provider, its employees, agents, contractors, and subcontractors will not permit smoking in any portion of an indoor facility owned or leased or

contracted for by Service Provider and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18.

- (13) **Policies on Limited English Proficient Persons.** Service Provider must have written policies that are consistent with the HHS Office for Civil Rights policy document, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (August 4, 2003).
- (14) **Licenses, Certifications, Permits, Accreditation.** Service Provider will procure, and keep current any license, certification, permit or accreditation required by federal and Guam laws, regulations and guidelines. Service Provider will submit to DPHSS, DSC proof of any licensure, certification, permit or accreditation upon request.
- (15) **Other DPHSS Agreements.** Service Provider shall fulfill all other agreements with DPHSS and shall comply with all federal and Guam laws, regulations and guidelines applicable to programs funded by such agreements.

### C. EMPLOYMENT LAWS AND POLICIES

- (1) **Non-Discrimination in Employment.** Service Provider shall not discriminate against any qualified employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, genetic information, or disability. Service Provider shall comply with all applicable provisions of federal and Guam laws prohibiting discrimination in employment.
- (2) **Salary Limitation.** Funds provided to Service Provider under this Agreement shall not be used to pay the salary of an individual at a rate in excess of federal Executive Level II.

### SECTION XIII. SPECIAL PROGRAM TERMS AND CONDITIONS

1. **Compliance with All Applicable Laws and Regulations.** Service Provider will comply with all applicable laws, rules, regulations and policies of both the United States Government and the government of Guam.
2. **Grantor Recognition.** Service Provider will 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 Agreement, reference shall be given as to the funding source and funding agency. Service Provider will 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 Service Provider about the program shall be submitted to the DPHSS, DSC prior to distribution to the general public and local media.
3. **Standards of Conduct.** Service Provider is required to uphold the highest standards of conduct of for its 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.

4. **Removal and Termination or Suspension of Program Personnel.** 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 Service Provider, 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. Service Provider agreed to include this provision in its Personnel Policy and Procedures used in the management of its personnel.
5. **Facilities and Personnel.** Service Provider will provide facilities and personnel required to meet the changing needs of the program. Service Provider will 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.
6. **Program Inventory.** Service Provider will 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.
7. **Requests for Program Changes.** Service Provider will 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 1<sup>st</sup> of each contract period. Service Provider accepts and acknowledges that DPHSS, DSC has the final authority to approve changes in the administrative, service and financial components of the program.
8. **Monitoring.** Service Provider and DPHSS, DSC agree that DPHSS, DSC may in an unannounced manner, monitor Service Provider's services. 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.
9. **Program Specific Audit.** 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 Service Provider will fully cooperate in the process.
10. **Annual Program Report (APR).** In the event Service Provider objects to any findings in the APR, Service Provider must appeal in writing their objections to DPHSS, DSC within 10 working days from Service Provider's receipt of the APR or the findings will be considered accepted. In the event of an appeal, the appeal, and any supporting documents, shall become a part of the APR.

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

15. Service Provider will comply with 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 a contractor 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 subrecipient 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 contractor contain pre-existing materials of contractor or the third parties, contractor or third parties shall retain ownership of such materials and contractor 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 contractor upon completion, termination, or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of contractor'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.

Service Provider will 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 Agreement 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 Service Provider in the course of providing services under this Agreement will be accorded at least the same precautions as are employed by Service Provider for similar information in the course of its own business.

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

Service Provider, 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 the Inspector General of the United States Department of Health and Human Services, Administration for Community Living, or their delegates. Each subcontract by contractor pursuant to this contract 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.

Service Provider will provide access to any site(s) to DPHSS, DSC, the Public Auditor, and the Inspector General of the United States Department of Health and Human Services, Administration of Community Living, or their delegates. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

**17. Ownership of Documents.**

All briefs, memoranda and incidentals to Service Provider'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.

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

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

Service Provider 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.

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. 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;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. 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.

**19. Conflict of Interest.**

In keeping with 2 CFR §200.112 Service Provider agrees as follows:

During the term of this Agreement, Service Provider will not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with Service Provider fully performing its obligations under this Agreement.

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

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

In the event that Service Provider is uncertain whether the appearance of a conflict of interest may reasonably exist, Service Provider 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 will be grounds for termination of the contract.

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

Neither Service Provider nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal or Local funds under this Agreement, 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 (which includes a spouse, children, parents, brothers and sisters, grandparents and grandchildren, mothers-in-law and fathers- in-law, brothers-in-law and

sisters-in-law, daughters-in-law and sons-in-law. Stepsiblings, stepchildren and stepparents shall also be regarded as immediate family. 5 GCA Ch 5 Article 11 Section 5610 (g) Immediate Family (P.L. 31-016)];

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 Service Provider nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Service Provider's potential subcontractor's, or parties to sub-agreements.

Service Provider will comply with Ethics in Public Contracting 5 GCA Chapter 5 Article 11 Ethics in Public Contracting and 2 GAR Division 4 Chapter 11.

20. **Termination for Financial Exigency.**

In addition to any other right of termination between the parties, DPHSS, DSC shall have the right to terminate this Agreement for financial exigency by giving contractor 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 Agreement 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 Agreement shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination or those obligations involved in closeout of federal and local funds. Service Provider may submit a claim in the same manner as is set forth for the termination for convenience claim.

21. **Taxes.**

Service Provider will pay all taxes and other such amounts required by federal, state, and local laws, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

22. **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 Business Privilege Tax (BPT), which shall be equal to the prevailing rate 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.

23. **Renewal of Agreement.** Upon notification by DPHSS, DSC, Service Provider will submit to the DPHSS, DSC a proposed program budget for the succeeding fiscal year in the format provided. In addition to the proposed program budget, the following is required to be submitted:

- A. List of new government contracts awarded during the current period by title and contract amount.

- B. Tax-exempt organizations shall attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents [Ref. 26 CFR Part 301 §6104(d)].
  - C. 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 current contract period.
    - (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 current contract 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 Agreement and contract and shall also contain the amounts of any such commission, gratuity or other compensation.
24. **Program Database.** Service Provider will assist in DPHSS, DSC's unified automated information system that supports and promotes a coordinated and comprehensive system of care. Service Provider will collaborate with other DPHSS, DSC SOA Title IIIB Service Providers and Vendors.
- A. Service Provider will have its program personnel attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist Service Provider 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 Service Provider, with the exception of program personnel's time to attend the orientation, training and technical assistance activities in support of the Program Database.
  - C. **Service Provider's failure to comply with this section may result in non- payment or other corrective actions.**
25. **Professional Standards.** Service Provider will maintain professional standards applicable to its profession, professional development, and other services. At all times pertinent to this Agreement, Service Provider will maintain all professional certifications and business licenses required in Guam and other states in which it does any portions of services in this Agreement.
- A. Service Provider will be responsible for the professional and technical accuracy of all work and materials furnished. Service Provider 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 Service Provider's failure of performance and Service provider will remain liable to DPHSS, DSC for all costs of any kind which maybe incurred by DPHSS, DSC as a result of Service Provider's negligent performance of any of the services performed.

- C. **Proper Hygiene.** All Service Provider's program personnel, volunteers and student interns will practice good hygiene and maintain a professional appearance. They will 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 Service Provider's program personnel, volunteers and student interns will wear clothing that is professional in appearance.
26. **Program Transition.** In the event of a program transition, Service Provider will take all steps necessary to ensure a smooth and professional transition of the program to DPHSS, DSC's new service provider, to prevent any interruption of services to the clients and to preserve the integrity of the program.
- A. Service Provider will 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 DPHSS, DSC's new service provider.
  - B. Service Provider will designate a person(s) to work with DPHSS, DSC in the transition process to DPHSS, DSC's new service provider. Service Provider will provide the name of the designee, in an expedited manner (within 30 minutes, but not more than an hour) upon request by DPHSS, DSC and or upon notification of: another service provider being awarded a new contract, expiration, cancellation, termination or non-renewal.
  - C. Service Provider will timely transfer all program files in the transition process as instructed by DPHSS, DSC. Service Provider will make the transfer of all program files within five (5) working days of the final MPR due date.
  - D. Service Provider will cooperate with DPHSS, DSC's oversight of the transfer of all program related information, files, equipment, monies, etc., to DPHSS, DSC's new service provider.
  - E. All costs in the physical transfer of program files, equipment, etc. in the transition process will be at Service Provider's expense.
  - F. Service Provider's smooth transition process is part of Service Provider's compliance with this Agreement and in keeping with Service Provider's compliance with the Older Americans Act Title III program services Guam-wide.
27. **Nepotism.** Service Provider if a "Non-Profit" organization, will ensure no employee supervises relatives to the first degree. Service Provider will 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.

28. **Public Law 30-168, Prohibiting Discrimination for the Government of Guam Programs Solely on the Basis of Conviction of Status Offense.** Service Provider will comply with the provisions of this mandate in which *No* private entity that 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 receives government of Guam funding for any of its program may, *solely* on the basis of.
29. **Restricting the Use of Mobile Phones While Driving a Vehicle, and Providing For Public Education Requirements Regarding Such Restrictions.** Service Provider will ensure compliance relative to the restrictions on the Use of Mobile Phones While Driving (Ref. P.L. 31-194, GCA Chapter 3 Title 16).
30. **Drug and Smoke-Free Workplace.** Service Provider will 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, P.L. 21-139, Title 10 GCA, Chapter 90].
31. **Health Insurance Portability and Accountability Act (HIPAA).** Service Provider will 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.
32. **Social Security Number Confidentiality Act.** Service Provider will comply relative to preventing the inappropriate disclosure and misappropriation of social security numbers (Ref. P.L. 28-95, Article 7, Title 5 GCA, Chapter 32).
33. **Equal Employment Opportunity.** Service Provider is an equal opportunity employer. Service Provider will not discriminate on the basis of race, religion, color, sex, sexual preference, age, national origin or disability. Service Provider will ensure that employees are treated equally during employment without regard to their race, religion, color, sex, sexual preference, age, national origin, or disability.
34. **Public Law 26-109. Section 2, §41210(b), Article 2, Chapter 41, Division 5, Title 17 GCA.** Service Provider will 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 Service Provider is unable to employ due to the lack of individuals with disabilities who are able to work, Service Provider 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 Service Provider and is subject to review and inspection by the DPHSS, DSC.
35. **Financial Management System.** Service Provider will 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 Service Provider will ensure its 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. Service Provider's accounting system is subject to review and approval by DPHSS, DSC 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.

#### **SECTION XIV. Government of Guam – Cost Reimbursement Terms and Conditions**

##### **1. Compensation for Services.**

- A. **Annual and Monthly Compensation.** Service Provider's compensation shall be per the agreed FY 2019 Program Budget, labeled as Attachment A to this Agreement 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 request for proposal, 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 DPHSS, DSC. The acceptance and payment of any invoice will not be deemed a waiver of any of DPHSS, DSC's rights under this Agreement.
- C. **Final Payment.** 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, Service Provider 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, Service Provider will 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. Service Provider agrees to comply with the following standards of financial management:**

- (1) Financial Records.** Service Provider will 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.** Service Provider will 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.** Service Provider will maintain effective control over and accountability for all funds and assets. Service Provider will 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. Service Provider will adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.
- (4) Source Documentation.** Service Provider will 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.** Service Provider will 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 Service Provider receives discounts, rebates and or other applicable credits accruing to or received by Service Provider or any subcontractor under this Agreement, 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 Service Provider, net of all discounts, rebates and other such applicable credits. Service Provider will 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 Service Provider will 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.

- (8) Service Provider will 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. DPHSS, DSC may permit Service Provider to report this information on a less frequent basis than monthly, but no less frequently than annually. Service Provider will identify the method by which it will report discounts, rebates and other applicable credits allocable to this Agreement that are not reported prior to conclusion of this Agreement.

## **SECTION XV. ADDITIONAL CONTRACT TERMS AND CONDITIONS**

1. **General Compliance with Laws and Requirements.** Service Provider will comply will all Federal and Guam law, regulations, guidance and requirements applicable to the work.
2. **Retention and Access to Records and Other Review.** Service Provider, including its subcontractors, will maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and will make such materials available at their respective offices at all reasonable times during this Agreement period and for three (3) years from the date of the final payment under this Agreement, for inspection by the Government. Each subcontract by Service Provider pursuant to this Agreement shall include a provision containing the conditions of this section.
3. **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.
4. **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.
5. **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 the Director of DPHSS, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by Service Provider for additional compensation, damages, or an extension of time for completion, Service Provider will continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Service Provider shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
    - (1) Service Provider shall have given written notice to the Director of DPHSS, or designee of such officer:

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

This notice shall state that Service Provider regards the act or omission as a reason which may entitle Service Provider to additional compensation, damages, or an extension of time. The Director of DPHSS 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 Director of DPHSS 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 Service Provider believes that additional compensation, damages, or an extension of time may be remedies to which Service Provider is entitled; and
- (3) Service Provider maintains and, upon request, makes available to the Director of DPHSS 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 Service Provider from compliance with any rules of law precluding any government of Guam officers and any contractors 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.”

6. **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.

7. **Consent to Jurisdiction.** Service Provider 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. Service Provider waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

8. **Claims against Government.** DPHSS, DSC is a line agency of the government of Guam. Service Provider 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 Service Provider against the DPHSS, DSC if the claim arises out of or in connection with this Agreement. Service Provider also expressly recognizes that all other claims by Service Provider against DPHSS, DSC are subject to the

Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

Service Provider agrees that they 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 DPHSS, DSC and the Attorney General of Guam of such claim, setting forth in detail all the facts relating thereto and the basis for such claim, and that Service Provider will not institute any suit or action against DPHSS, DSC 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 Service Provider of its 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.

9. **Termination for Defaults:**

- A. **Default.** If Service Provider 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 Service Provider 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 Service Provider'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. Contractor shall continue performance of this 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. **Service Provider's Duties.** Notwithstanding termination of this Agreement and subject to any directions from DPHSS, DSC, Service Provider shall take timely, reasonable, and necessary action to protect and preserve property in possession of Service Provider 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 Agreement. DPHSS, DSC may withhold from amounts due Service Provider 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. Service Provider 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, Service Provider shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by Service Provider to make progress in the prosecution of the work hereunder which endangers such performance) if

Service Provider 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, Service Provider 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 Service Provider to meet the contract requirements. Upon request of Service Provider, 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, Service Provider's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of DPHSS, DSC 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 Service Provider's right to proceed under the provisions of this clause, it is determined for any reason that Service Provider 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 DPHSS, DSC, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this Agreement does not contain a clause providing for termination for convenience of DPHSS, DSC, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to Service Provider'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 Service Provider 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, Service Provider 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 Service Provider is terminated for default, or until Service Provider provides the supplies or services if Service Provider is not terminated for default. To the extent that Service Provider's delay or nonperformance is excused under the Paragraph Excuse for Nonperformance or Delayed Performance of the Termination for Default Clause of this Agreement, liquidated damages shall not be due DPHSS, DSC. Service Provider 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.

10. **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 Service Provider specifying the part of the contract terminated and when termination becomes effective.

B. **Service Provider's Obligations.** Service Provider shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. Service Provider shall also terminate outstanding orders and subcontracts as they relate to the terminated professional services. Service Provider 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 Service Provider to assign Service Provider's right, title, and interest under terminated orders or subcontracts to DPHSS, DSC. Service Provider 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, Service Provider 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.** Service Provider shall invoice DPHSS, DSC in keeping with the Compensation for Services section of this Agreement for Service Provider's professional services performed up to the date of termination.

11. **Program Transition.** In the event of a termination or expiration of this Agreement, Service Provider will 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. Service Provider will 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.

12. **Dispute Resolution.** The parties agree to attempt resolution of all controversies that arise under, or are by virtue of, this contract through mutual agreement. In accordance with 5 GCA §5427 (c), et seq., if the controversy is not resolved by mutual agreement, then PDSC shall request the Director of DPHSS or their designee, in writing to issue a final decision with sixty days of the written request. The Director of DPHSS or their designee shall immediately furnish a copy of the decision to PDSC, by certified mail with a return receipt requested, or by other method that provides evidence of receipt.

13. **Amendments to this Agreement.** Amendments will be made in writing and executed in the same manner as this Agreement. This Agreement is for federal fund subrecipient professional services on a cost-reimbursement basis, and includes a mix of federal and local funds.
14. **Ethical Standards.** With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor 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 Regulations.
15. **Prohibition Against Gratuities and Kickbacks.** With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor 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.
16. **Prohibition Against Contingent Fees.** The Contractor 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.
17. **Prohibition Against Employment of Sex Offenders.** Contractor warrants that no person providing services on behalf of the Contractor 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 Contractor 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.

Contractor, 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.

18. **Government Not Liable.** DPHSS, DSC assumes no liability for any accident or injury that may occur to the Contractor, 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 Contractor for any work performed by the Contractor prior to the approval of the Agreement by DPHSS, DSC and the Contractor, hereby expressly waives any and all claims for services performed in expectation of an Agreement prior to its approval by DPHSS, DSC.

19. **Insurance.** Service Provider agrees to procure and maintain in effect Workers Compensation, Commercial General Liability, and Professional Liability Insurance coverage. Service Provider will provide certificates of such insurance to DPHSS, DSC when required and shall immediately report in writing to the DPHSS, DSC any insurance claims filed. Service Provider is responsible for maintaining insurance coverage throughout this Agreement.
- 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 Contractor 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).
20. **Privacy Rights.** Service Provider will 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., and
  - B. **Client Confidentiality.** Service Provider will ensure information obtained directly or indirectly from a recipient client under this Agreement 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.
21. **Severability Provision.** The provision of this Agreement 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 Agreement, 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.

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

**GUAM PUBLIC DEFENDER SERVICE CORPORATION**

STEPHEN P. HATTORI  
Executive Director, Guam PDSC  
Date: 8/27/2020

CATHY GOBIE  
Administrative Director, Guam PDSC  
Date: 8/27/2020

**DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES**

ARTHUR U. SAN AGUSTIN, MHR  
Acting Director, DPHSS  
Date: 08/27/2020

**CERTIFIED FUNDS AVAILABLE:**

Hurtado  
TOMMY C. TAITAGUE, CERTIFYING OFFICER DPSS  
Date: AUG 28 2020

Account No.: 5100A201730GA003230  
Account No.: 5101G201730MA102230  
Account No.: 5101G191730MA102230  
Document No.: C20-1700-053  
Period Covering: Effective Date  
*Subject to appropriation, allocation and availability of funds*

Amount No.: \$16,012.00  
Amount No.: \$41,211.50  
Amount No.: \$38,848.50  
Total Amount: \$96,072.00  
Vendor No.: P1606001

APPROVED:

**CLEARED PER  
BEMR'S REVIEW**

APPROVED AS TO LEGALITY AND FORM:

LESTER L. CARLSON, JR.  
Director, Bureau of Budget and Management Research  
Date: NOV 18 2020

LEEVIN TAITANO CAMACHO, ESQ  
Attorney General of Guam  
Date: \_\_\_\_\_

APPROVED:

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

Date: \_\_\_\_\_

**RECEIVED**

**NOV 16 2020**

**Bureau of Budget and Management Research**



20-0490

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

**GUAM PUBLIC DEFENDER SERVICE CORPORATION**

SPAA  
**STEPHEN P. HATTORI**  
Executive Director, Guam PDSC  
Date: 8/17/2020

[Signature]  
**CATHY GOGUE**  
Administrative Director, Guam PDSC  
Date: 8/14/2020

**DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES**

sgut  
**ARTHUR U. SAN AGUSTIN, MHR**  
Acting Director, DPHSS  
Date: 08/21/2020

**CERTIFIED FUNDS AVAILABLE:**

[Signature]  
**TOMMY C. TAITAGUE, CERTIFYING OFFICER DPHSS**  
Date: AUG 28 2020

Account No.: 5100A201730GA003230  
Account No.: 5101G201730MA102230  
Account No.: 5101G191730MA102230  
Document No.: C20-1700-053  
Period Covering: Effective Date

Amount No.: \$16,012.00  
Amount No.: \$41,211.50  
Amount No.: \$38,848.50  
Total Amount: \$96,072.00  
Vendor No.: P1606001

*Subject to appropriation, allocation and availability of funds*

**APPROVED:**

[Signature]  
**LESTER L. CARLSON, JR.,**  
Director, Bureau of Budget and Management Research  
Date: \_\_\_\_\_

**APPROVED AS TO LEGALITY AND FORM:**

[Signature]  
**LEEVIN TAITANO CAMACHO, ESQ**  
Attorney General of Guam  
Date: 11/30/20

**APPROVED:**

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

Date: 12/11/2020

**RECEIVED**  
11.27.2020  
OFFICE OF THE ATTORNEY GENERAL  
SOLICITORS DIVISION

## **XVI. Appendices of Federal Grant Fund Requirements**

Attachment A	<i>Service Provider Negotiated and Approved Program Budget</i>
Attachment B	<i>Notice of Grant Award (Notice of Prime Award)</i>
Attachment C	<i>Subaward Data</i>
Attachment D	<i>Limited English Proficiency Certification</i>
Attachment E	<i>Civil Rights Requirements</i>
Attachment F	<i>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</i>
Attachment G	<i>Compliance with Federal Laws and Regulations</i>
Attachment H	<i>Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for Health and Human Services (HHS) Awards – Contract Provisions</i>

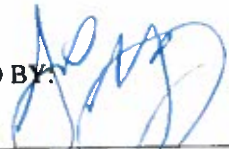
Attachment A (Part 1 of 2)  
*Service Provider Negotiated and Approved Program Budget*

The total not to exceed compensation of Ninety-Six Thousand Seventy-Two Dollars and Zero Cents (\$96,072.00) is agreed to in the August 14, 2020, Service Provider Legal Assistance Services Elder Justice Center Approved Program Budget from the Effective Date through September 30, 2021, with the added proviso, that if the PDSC Board of Trustees does not extend the authorization of PDSC as to this Pilot Program, then the initial term shall end on the date as provided by the PDSC Board of Trustees.

There may be multiple certifications of funds to this Agreement within the Fiscal Year and as additional funds are received, the parties will sign either a BBMR Form to certify additional funds, or an Amendment to this Agreement, whichever form is appropriate in keeping with the Federal and Local funds, for the remainder of Fiscal Year 2021.

A total not to exceed compensation of Ninety-Six Thousand Seventy-Two Dollars and Zero Cents (\$96,072.00) from the Effective Date is certified to the Agreement, at time of execution subject to funds being appropriated, allocated and available.

APPROVED BY:

  
\_\_\_\_\_  
STEPHEN P. HATTORI / DATE  
PDSC Executive Director

8/14/2020

  
\_\_\_\_\_  
CATHY GOGUE / DATE  
PDSC Administrator Director

8-14-2020

APPROVED BY:

  
\_\_\_\_\_  
ARTHUR U. SAN AGUSTIN, MHR / DATE  
Acting Director, DPHSS

08/21/2020

**Attachment A (Part 2 of 2)**  
**Service Provider Negotiated and Approved Program Budget**

Department of Public Health & Social Services, Division of Senior Citizens and Public Defender Service Corporation	
The Elder Justice Center Budget, Six (6) Months	
<b>111 - Salaries</b>	
Attorney IV, Step I	\$ 37,890.00
Special Projects Coordinator	\$ 27,107.00
<b>Total</b>	<b>\$ 64,997.00</b>
<p>The attorney, full-time (100%), will address the legal issues of the senior citizens and perform other program requirements.</p> <p>The special projects coordinator, full-time (100%), will be responsible for managing the wait list; conducting case management; coordinating/conducting outreach/collaborative activities; establishing/managing the advisory council and performing other program requirements.</p>	
<b>113 - Benefits</b>	
Attorney IV, Step I	\$ -
Special Projects Coordinator	\$ 9,476.00
<b>Total</b>	<b>\$ 9,476.00</b>
See above.	
<b>230 - Contractual Services</b>	
Guam Legal Services Corporation- Disability Law Center (GLSC-DLC)	\$15,755
<b>Total</b>	<b>\$ 15,755.00</b>
<p>GLSC-DLC will provide legal services and assistance as subject-matter experts. GLSC-DLC will be referred cases to provide legal representation and assist with developing forms and pleadings and other program requirements.</p>	
<b>240 - Supplies</b>	
<p>Folders, legal pads, paper, pens, ink pads, labels, file prongs, post-its, paperclips, envelopes, brochure holders, and other basic office supplies inclusive of printing costs for brochures, program manuals and signage; personal protective equipment (face masks, hand sanitizers)</p>	\$ 1,599.00
<b>Total</b>	<b>\$ 1,599.00</b>
Office supplies, face masks, hand sanitizers will be utilized for daily operations.	
<b>250 - Equipment</b>	
Computers, 3. \$1415.00 each	\$4,245
<b>Total</b>	<b>\$4,245</b>
Computers for three Elder Justice Center Staff will be used for office operations and services, to include email communications, correspondence, case management, reporting and other program requirements.	
<b>Budget Summary</b>	
111-Salaries	\$ 64,997.00
113-Benefits	\$ 9,476.00
230-Contractual Services	\$ 15,755.00
240-Supplies	\$ 1,599.00
250-Equipment	\$ 4,245.00
<b>Grand Total</b>	<b>\$ 96,072.00</b>

## Attachment B



DEPARTMENT OF HEALTH & HUMAN SERVICES

Administration for Community Living  
Washington, D.C. 20201

### Notice of Award

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

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

**Date:** July 31, 2020

**Grant No.:** 2001GUOASS-03  
**Award Instrument:** Grant (Formula)  
**Project Period:** 10-01-2019 - 09-30-2021  
**Budget Period:** 10-01-2019 - 09-30-2021

**EIN:** 1980018947B5  
**DUNS#:** 778904292

**CFDA:** 93.044

**Object Class Code:** 41.15

Appropriation	CAN	Award This Action	Cumulative Grant Award to Date
75-20-0142	2020,2994315	\$32,745.00	\$969,215.00
	Total	\$32,745.00	\$969,215.00

#### **ACL Contact Information:**

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



Tanielle Chandler  
ACL Grants Officer

#### **Terms and Conditions:**

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

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

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

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

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

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

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

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

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

**Remarks:**

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

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

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

**Subaward Data<sup>1</sup>**

(i)	Subrecipient Name	Guam Public Defender Service Corporation														
(ii)	Subrecipient Unique Entity Identifier:	855038076														
(iii)	Federal Award Identification Number (FAIN):	1901GUOASS 2001GUOASS														
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	June 16, 2020 (1901GUOASS-04) July 31, 2020 (2001GUOASS-03)														
(v)	Subaward Period of Performance Start Date:	Projected Date from Governor's Approval Effective Date														
	Subaward Period of Performance End Date:	<table border="1"> <thead> <tr> <th></th> <th>FY19- Funds</th> <th>FY20- Funds</th> </tr> </thead> <tbody> <tr> <td>Obligation Date:</td> <td>09/30/2021</td> <td>09/30/2021</td> </tr> <tr> <td>Liquidation Date:</td> <td>12/30/2021</td> <td>12/30/2021</td> </tr> </tbody> </table>				FY19- Funds	FY20- Funds	Obligation Date:	09/30/2021	09/30/2021	Liquidation Date:	12/30/2021	12/30/2021			
	FY19- Funds	FY20- Funds														
Obligation Date:	09/30/2021	09/30/2021														
Liquidation Date:	12/30/2021	12/30/2021														
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$68,051.00 (\$80,060.00 x 85%-Federal Award)														
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	<table border="1"> <thead> <tr> <th>Fiscal Year (FY) Period</th> <th></th> </tr> </thead> <tbody> <tr> <td>FY 2020</td> <td align="right">68,051.00</td> </tr> <tr> <td>FY 2021</td> <td></td> </tr> <tr> <td>FY 2022</td> <td align="right">0</td> </tr> <tr> <td>FY 2023</td> <td align="right">0</td> </tr> <tr> <td align="right"><b>Total</b></td> <td align="right"><b>68,051.00</b></td> </tr> </tbody> </table>			Fiscal Year (FY) Period		FY 2020	68,051.00	FY 2021		FY 2022	0	FY 2023	0	<b>Total</b>	<b>68,051.00</b>
Fiscal Year (FY) Period																
FY 2020	68,051.00															
FY 2021																
FY 2022	0															
FY 2023	0															
<b>Total</b>	<b>68,051.00</b>															
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	<table border="1"> <thead> <tr> <th>Funding Source</th> <th>Awarded and Available</th> </tr> </thead> <tbody> <tr> <td>FY19 LAS- Partial Funds</td> <td align="right">33,021.23</td> </tr> <tr> <td>FY20 LAS- Partial Funds</td> <td align="right">35,029.78</td> </tr> <tr> <td align="right"><b>Total</b></td> <td align="right"><b>68,051.00</b></td> </tr> </tbody> </table>			Funding Source	Awarded and Available	FY19 LAS- Partial Funds	33,021.23	FY20 LAS- Partial Funds	35,029.78	<b>Total</b>	<b>68,051.00</b>				
Funding Source	Awarded and Available															
FY19 LAS- Partial Funds	33,021.23															
FY20 LAS- Partial Funds	35,029.78															
<b>Total</b>	<b>68,051.00</b>															

22. **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 Agreement.
23. **Assignment, Successors and Assigns.** Service Provider may not assign or otherwise transfer this Agreement or any of the rights that it grants without the prior written consent of DPHSS, DSC. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns.
24. **Program Fraud and False or Fraudulent Statements or Related Acts.** Service Provider acknowledges that 5 G.C.A. Chapter 37 False Claims and Whistleblower Act applies to Service Provider's actions pertaining to this Agreement. P.L. 34-116 Chapter III Section 20 (lapsed into law 8-24-18); codified at 5 G.C.A. Chapter 37.
25. **Binding Signatory.** This Agreement and any modification hereto, is not binding until approved by the Attorney General and Governor of Guam.

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



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

(ix)	Federal Award Project Description:	Legal Assistance- Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.
(x)	Name of Federal Awarding Agency:	Department of Health & Human Services Administration for Community Living
	Name of Pass-Through Entity:	Guam Division of Senior Citizens
	Contact Information for Federal Awarding Official:	ACL REGIONAL ADMINISTRATOR-ACTING PERCY DEVINE Telephone: (303) 844-7815 Email: percy.devine@acl.hhs.gov
	Contact Information for [AGENCY] Authorizing Official:	ACTING DIRECTOR Arthur U. San Agustin, MHR Telephone: (671) 638-4512 Email: arthur.sanagustin@dphss.guam.gov
	Contact Information for [AGENCY] Project Director:	ACTING SENIOR CITIZENS ADMINISTRATOR Charlene D. San Nicolas, MPA Telephone: (671) 735-7415 or 735-7421 Email: charlene.sannicolas@dphss.guam.gov
(xi)	CFDA Number and Name:	93.044 (OASS) Older Americans Act Title III- Supportive Services P.L. 116-131 (OAA)
(xii)	Identification of Whether Subaward is R&D:	Not applicable
(xiii)	Indirect Cost Rate for [AGENCY] Federal Award:	Not applicable
	Subrecipient Indirect Costs:	Not applicable


Attachment D

**LIMITED ENGLISH PROFICIENCY CERTIFICATION**

Limited English Proficiency Certification

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

SUBMITTED BY:

Signature: 	Date: 8/14/2020
Name: Stephen Hattari	Title: Executive Director
Agency: Public Defender Service Corporation	

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

Attachment E

**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:	8/14/2020
Name of Authorized Official:	Stephen P. Hattori		
Name of Organization:	Public Defender Service Corporation		

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

Attachment F

**CIVIL RIGHTS REQUIREMENTS**

Civil Rights Requirements

Contractor:

Civil Rights Contact Person:

Katherine Sablar

Title/Address:

Personnel Specialist  
179 Route 4  
Sinyana, Gu. 96910

Telephone Number:

475-3100

Number of persons employed by the offeror unit:

60

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

Attachment G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION:

Project Name: LAS Title III-B Elder Justice Center
Project Number:
Data Universal Numbering System (DUNS) Number: 855038076
Principal Contact: Guam Public Defender Service Corporation / Stephen P. Hattori / Executive Director
779 Route 4, Singajana, Guam 96910

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

- (1) The undersigned certifies, by submission of this proposal, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal\*.

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

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

Signature/Authorized Certifying Official: Stephen P. Hattori, Executive Director
Typed Name and Title
Prospective Contractor/Organization: N/A
Date Signed: 8/14/2020
Contractor License No. (if any):

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

## Attachment H

### Appendix B-5 (Title III-B LAS Program)

#### **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

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

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

(See <https://www.acl.gov/grants/managing-grant#3> for a complete listing of Terms and Conditions; including HHS Grants Policy Statement as to the flow-down of clauses and requirements; and see <https://www.ecfr.gov/> and navigated to the OMB Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “the Uniform Guidance” at 2 CFR Part 200 and the Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for HHS Awards “the HHS Uniform Guidance” at 45 CFR, Part 75 for HHS Awards, and 45 CFR Subpart C- The Administration for Community Living- Grants to State and Community Programs Section 1321 that sets for the requirements under Title III of the Older Americans Act, as Amended, and Part 1321 Subpart D Service Requirements §1321.71 Legal Assistance – Contract Provisions, and the Notice Prime Grant Award to DPHSS, DSC, Title of Program (OASS) Older Americans Act Title III-Supportive Services Award Authority: P.L. 116-131 (OAA), Date: July 31, 2020, Grant No.: 2001GUOASS-03, Award Instrument: Grant (Formula) Project Period 10/01/2019 – 09/30/2021, Budget Period: 10/01/2019 – 09/30/2021, CFDA 93.044. The Supporting Older Americans Act of 2020 reauthorizes programs for FY 2020 through FY 2024. It includes provisions that aim to remove barriers to the aging network increasing business acumen and capacity building, provide states and localities with the flexibility of deciding the allocation of National Family Caregiver Services between the populations served, and extends authorization of the RAISE Family Caregiver Act and the Supporting Grandparents Raising Grandchildren Act by one additional year, P.L. 116-131, 03/25/2020.

The ACL’s website for the Legal Assistance Services Program is: <https://acl.gov/programs/protecting-rights-and-preventing-abuse/legal-help>.

#### **A. Standards of Conduct for Recipient Employees.**

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

The standards also must do the following:

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

Recipients are not required to submit its general standards of conduct to HHS for review or approval. However, a copy must be made available to each of the recipient’s officers; each employee and consultant working on the grant-supported program, project, or activity; each member of the governing board, if applicable; and, upon request, the OPDIV. The recipient is responsible for enforcing its standards of conduct, taking appropriate action on individual infractions, and, in the case of financial conflict of interest, informing the GMO if the infraction is related to a research award (see “Other Research-Related Requirements—Financial Conflict of Interest” for the specific regulatory requirements that apply to financial conflict of interest under research grants). Reference pg. 11-7 of the [HHS Grants Policy Statement](#)

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

**B. Hatch Act.**

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

**C. Age Discrimination Act of 1975.**

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

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**D. Civil Rights Act of 1964.**

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

**E. Education Amendments of 1972.**

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

**F. Rehabilitation Act of 1973.**

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

**G. Conflict of Interest.**

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

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

**H. Drug-Free Workplace.**

The personal policy must include the following:

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

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

Reference the Government-wide Requirements for Drug-Free Workplace, [§s 82.3 and 82.4 of 45 CFR Part 82 \(PDF | 172.6 KB\)](#)

**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 subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3) "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are



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

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

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

See [http://www.acl.gov/Funding\\_Opportunities/Grantee\\_Info/FFATA.aspx](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.fsr.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(e)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

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**M. Pilot Program for Enhancement of Contractor Whistleblower Protections.**

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

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

**N. Certification Regarding Lobbying.**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

**Anti-Lobbying (Section 503)**

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

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

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

**Security and Privacy**

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

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

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


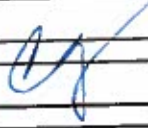
The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417) was enacted on October 14, 2008. Section 872 of this Act required the development and maintenance of an information system that contains specific information on the integrity and performance of covered federal agency contractors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

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

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

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

SUBMITTED BY:

Signature of Authorized Official: 	Date: 08/14/2020
Name of Authorized Official: Stephen P. Hattori 	
Name of Organization: Public Defender Service Corporation	

**XVII. Appendices of Program Forms**

- Appendix B-1 Intake, Profile and Referral (IPR) Form
- Appendix B-2 IPR Record change and service form
- Appendix B-3 Monthly Program Reporting Form

## Appendix B-1 Intake, Profile and Referral (IPR) Form

### SENIOR CITIZENS AGING SERVICES FY-2020 INTAKE, PROFILE AND REFERRAL (IPR) FORM

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



**SENIOR CITIZENS AGING SERVICES FY-2020  
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		
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 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: 2.4.2020). All other forms remain obsolete.

**SENIOR CITIZENS AGING SERVICES FY-2020  
INTAKE, PROFILE AND REFERRAL (IPR) FORM  
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

<i>Race (Specify)</i>	<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	<i>Urban/Rural</i>	<input checked="" type="checkbox"/> <b>Rural</b>
	<i>Ethnicity</i> (Specify)		<i>Housing Type</i>
<i>Primary Language</i> (Specify)		<i>Lives With</i>	<input type="checkbox"/> Alone <input type="checkbox"/> Family <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Relative <input type="checkbox"/> Other
<i>English Fluency</i>	<input type="checkbox"/> Needs Translation <input type="checkbox"/> Limited <input type="checkbox"/> Fluent	<i>Referral Source</i>	<input type="checkbox"/> Self <input type="checkbox"/> Family/Friend <input type="checkbox"/> Agency: _____ <input type="checkbox"/> Other: _____
<i>Literacy</i>	<input type="checkbox"/> In English <input type="checkbox"/> In Primary Language <input type="checkbox"/> In Both <input type="checkbox"/> Illiterate	<i>Sources of Support</i>	<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
<i>Relationship Status</i>	<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	<i>Assisted Transportation</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Employment Status</i>	<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	<i>Needs an Escort</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Veteran Status</i>	<input type="checkbox"/> Veteran <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> No	<i>Primary Transportation</i>	<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: 2.4.2020). All other forms remain obsolete.

**SENIOR CITIZENS AGING SERVICES FY-2020  
INTAKE, PROFILE AND REFERRAL (IPR) FORM  
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

<b>Income Level</b>		<b>Receives Private Pension</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is your income less than		<b>Health Insurance</b>	(Specify)		
<b>Unit Size</b>	<b>Per Month</b>	<b>Per Year</b>	<b>Yes</b>		
<b>One (1)</b>	\$1,329.00	\$15,950.00	<input type="checkbox"/>		
Is your combined income less than		<b>Medicare</b>	<input type="checkbox"/> Part A		
<b>Unit Size</b>	<b>Per Month</b>		<b>Per Year</b>	<b>Yes</b>	<b>No</b>
<b>Two (2)</b>	\$1,795.83		\$21,550.00	<input type="checkbox"/>	<input type="checkbox"/>
Is your combined income less than			<input type="checkbox"/> Part B Claim No. _____		
<b>Unit Size</b>	<b>Per Month</b>		<b>Per Year</b>	<b>Yes</b>	<b>No</b>
<b>Three (3)</b>	\$2,262.50	\$27,150.00	<input type="checkbox"/>	<input type="checkbox"/>	
Is your combined income less than		<input type="checkbox"/> Part D Claim No. _____			
<b>Unit Size</b>	<b>Per Month</b>	<b>Per Year</b>	<b>Yes</b>	<b>No</b>	
<b>Four (4)</b>	\$2,729.17	\$32,750.00	<input type="checkbox"/>	<input type="checkbox"/>	
Is your combined income less than		<input type="checkbox"/> Medicare Supplemental Claim No. _____			
<b>Unit Size</b>	<b>Per Month</b>	<b>Per Year</b>	<b>Yes</b>	<b>No</b>	
<b>Five (5)</b>	\$3,195.83	\$38,350	<input type="checkbox"/>	<input type="checkbox"/>	
Is your combined income less than		<b>Medicaid</b>	<input type="checkbox"/> Yes Claim No. _____		
<b>Unit Size</b>	<b>Per Month</b>		<b>Per Year</b>	<b>Yes</b>	<b>No</b>
<b>Six (6)</b>	\$3,662.50	\$43,950.00	<input type="checkbox"/>	<input type="checkbox"/>	
Is your combined income less than		<input type="checkbox"/> None			
<b>Unit Size</b>	<b>Per Month</b>	<b>Per Year</b>	<b>Yes</b>	<b>No</b>	
<b>Seven (7)</b>	\$4,129.17	\$49,550.00	<input type="checkbox"/>	<input type="checkbox"/>	
Is your combined income less than		<b>Guardian/ Conservator</b>	<input type="checkbox"/> Voluntary		
<b>Unit Size</b>	<b>Per Month</b>		<b>Per Year</b>	<b>Yes</b>	<b>No</b>
<b>Eight (8)</b>	\$4,585.83	\$55,150.00	<input type="checkbox"/>	<input type="checkbox"/>	
Is your combined income less than		<b>Person/ Organization Holding Guardianship/ Conservatorship</b>	<input type="checkbox"/> Estate		
<input type="checkbox"/> For families/households with more than 8 persons, add \$5,600 for each additional member. \$ _____			<input type="checkbox"/> Person		
<b>Income Information</b>		<b>Guardian Conservator Type</b>	<input type="checkbox"/> Both		
<input type="checkbox"/> Above 100% FPL			<input type="checkbox"/> Dementia Power		
<input type="checkbox"/> At or Below 100% FPL			<input type="checkbox"/> Medical Authority		
<b>Financial Assets (Refer to FAS Scale)</b>		<b>Durable Power of Attorney</b>	<input type="checkbox"/> None		
<input type="checkbox"/> 29% to 49% below the poverty level			<input type="checkbox"/> Unknown		
<input type="checkbox"/> 50% to 74% below the poverty level		<input type="checkbox"/> Limited			
<input type="checkbox"/> 75% or greater below the poverty level		<input type="checkbox"/> Health			
<input type="checkbox"/> N/A		<input type="checkbox"/> Both			
<b>Receives Social Security</b>		<input type="checkbox"/> None			
<input type="checkbox"/> None					
<input type="checkbox"/> Retirement					
<input type="checkbox"/> Disability					
<input type="checkbox"/> Dependent					

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

**SENIOR CITIZENS AGING SERVICES FY-2020  
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)	
<b>D. CLIENT FUNCTIONAL ASSESSMENT</b>		Mobility Devices (Specify)	
<b>Impairment of Activities of Daily Living (ADL):</b> 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:		<b>Impairment in Instrumental Activities of Daily Living (IADL):</b> 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: 2.4.2020). All other forms remain obsolete.

**SENIOR CITIZENS AGING SERVICES FY-2020  
INTAKE, PROFILE AND REFERRAL (IPR) FORM  
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Doing Light Housework	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent	Support System	<input type="checkbox"/> Unknown <input type="checkbox"/> Support is Available <input type="checkbox"/> Minimum Support <input type="checkbox"/> No Support			
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	Housing	<input type="checkbox"/> Unknown <input type="checkbox"/> Full Concrete <input type="checkbox"/> Semi Concrete <input type="checkbox"/> Tin and Wood			
Communication Skills Status		Homebound	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No			
Receptive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Does Not Understand	Bedridden	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No			
Expressive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Cannot Be Understood	<b>E. AGING SERVICES REQUESTED</b>				
Sensory Skills		<input type="checkbox"/> <b>Adult Day Care (ADC) Services</b> _____ (Specify Center)				
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	<input type="checkbox"/> <b>Elderly Nutrition Program (ENP):</b> <input type="checkbox"/> Congregate Meals (Center/Day Care) <input type="checkbox"/> Home-Delivered Meals (Homebound) <b>Meal Type:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Mechanical <input type="checkbox"/> Chopped <input type="checkbox"/> Pureed/Blenderized <input type="checkbox"/> Special (Provide document from physician or religious leader to certify special meal requirement)				
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	<input type="checkbox"/> <b>Case Management Services (CMS)</b> <input type="checkbox"/> <b>In-Home Services (IHS)</b> <input type="checkbox"/> <b>Legal Assistance Services (LAS)</b> _____ (Specify)				
		<table border="1"> <tr> <td><input type="checkbox"/></td> <td>Expedite for ADC Admission</td> <td>Received By/Date</td> </tr> </table>		<input type="checkbox"/>	Expedite for ADC Admission	Received By/Date
<input type="checkbox"/>	Expedite for ADC Admission	Received By/Date				
		<input type="checkbox"/> <b>National Family Caregiver Support Program (NFCSP)</b>				

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

**SENIOR CITIZENS AGING SERVICES FY-2020  
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**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)

**SENIOR CITIZENS AGING SERVICES FY-2020  
INTAKE, PROFILE AND REFERRAL (IPR) FORM  
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

Intake Worker		IPR Received By	
Signature of Intake Worker		Date	
Date/Time of Intake		Time	
Organization		Date of Initial Contact with Client	
Phone Number		Time of Initial Contact with Client	
<b>IPR Forwarded To</b> <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		Time of Intake	
Forwarded By		Organization	
Date Forwarded		Phone Number	
Time Forwarded		<p align="center"><b>MyPlate 10 Health Eating Tips for People age 65+*</b></p> <ol style="list-style-type: none"> <li>1. Drink plenty of liquids.</li> <li>2. Make eating a social event.</li> <li>3. Plan healthy meals.</li> <li>4. Know how much to eat.</li> <li>5. Vary your vegetables.</li> <li>6. Eat for your teeth and gums.</li> <li>7. Use herbs and spices.</li> <li>8. Keep food safe.</li> <li>9. Read the Nutrition Facts label.</li> <li>10. Ask your doctor about vitamins and supplements.</li> </ol> <p><small>*Ref.: <a href="http://www.choosemyplate.gov/choosing-healthy-meals-you-get-older#sthash.PROfnx5z.dpuf">http://www.choosemyplate.gov/choosing-healthy-meals-you-get-older#sthash.PROfnx5z.dpuf</a></small></p>	
<b>I. RECEIVING ORGANIZATION INFORMATION</b>			

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


DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 2.4.2020). All other forms remain obsolete.

**SENIOR CITIZENS AGING SERVICES FY-2020  
 INTAKE, PROFILE AND REFERRAL (IPR) FORM  
 PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

<b>J. CLIENT'S HOME</b>		
<b>IF MAP IS SENT SEPARATELY, INCLUDE THE CLIENT'S NAME AND SSN AT TOP OF MAP</b>		
Does the home have an accessible driveway?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you use a wheelchair, is there an accessible ramp?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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)



**SENIOR CITIZENS AGING SERVICES FY-2020  
INTAKE, PROFILE AND REFERRAL (IPR) FORM  
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

**Financial Assets Scale (FAS)**

*(U.S. Department of Health and Human Services Poverty Guidelines for 2020)*

*Refer to Page 3 on IPR*

Unit Size One (1)	Per Month <b>\$1,329.00</b>	Per Year <b>\$15,950.00</b>
29% to 49% below the poverty level	Earning between \$943.59 and \$677.79	Earning between \$11,324.50 and \$8,134.50
50% to 74% below the poverty level	Earning between \$664.50 and \$345.54	Earning between \$7,975.00 and \$4,147.00
75% or greater below the poverty level	Earning below \$332.25	Earning below \$3,987.50

Unit Size Two (2)	Per Month <b>\$1,795.83</b>	Per Year <b>\$21,550.00</b>
29% to 49% below the poverty level	Earning between \$1,275.04 and \$915.87	Earning between \$15,300.50 and \$10,990.50
50% to 74% below the poverty level	Earning between \$897.92 and \$466.92	Earning between \$10,775.50 and \$5,603.00
75% or greater below the poverty level	Earning below \$448.96	Earning below \$5,387.50

Unit Size Three (3)	Per Month <b>\$2,262.50</b>	Per Year <b>\$27,150.00</b>
29% to 49% below the poverty level	Earning between \$1,606.38 and \$1,153.88	Earning between \$19,276.50 and \$13,846.50
50% to 74% below the poverty level	Earning between \$1,131.25 and \$588.25	Earning between \$13,575.00 and \$7,059.00
75% or greater below the poverty level	Earning below \$565.63	Earning below \$6,787.50

Eight (8) or more in Family Unit Size, add \$466.67 per month or \$5,600 per year for each additional household member.

\$ \_\_\_\_\_

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

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 2.4.2020). All other forms remain obsolete.

Page 1 of 9

*The Warning Signs of poor nutritional health are often overlooked. Use this checklist to find out if you or someone you know is at nutritional risk.*

## DETERMINE YOUR NUTRITIONAL HEALTH

Read the statements below. Circle the number in the Yes Column for those that apply to you or someone you know. For each "Yes" answer, score the number in the box. Total your nutritional score.

	YES
I have an illness or condition that made me change the kind and/or amount of food I eat.	2
I eat fewer than 2 meals per day.	3
I eat few fruits or vegetables, or milk products.	2
I have 3 or more drinks of beer, liquor or wine almost every day.	2
I have tooth or mouth problems that make it hard for me to eat.	2
I don't always have enough money to buy the food I need.	4
I eat alone most of the time.	1
I take 3 or more different prescribed or over-the-counter drugs a day.	1
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2
I am not always physically able to shop, cook, and/or feed myself.	2
<b>TOTAL:</b>	

### Total Your Nutritional Score. If it's...

**0-2 Good!** Recheck your nutritional score in 6 months.

**3-5 You are at moderate nutritional risk.** See what can be done to improve your eating habits and lifestyle. Your office of aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in 3 months.

**6 or more You are at high nutritional risk.** Bring this checklist the next time you see your doctor, dietician or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

*These materials developed and distributed by the Nutrition Screening Initiative, a project of:*

AMERICAN ACADEMY OF FAMILY PHYSICIANS

THE AMERICAN DIETETIC ASSOCIATION

NATIONAL COUNCIL ON AGING

**Remember that warning signs suggest risk, but do not represent diagnosis of any condition.** For more information, contact:

The Nutritional Screening Initiative  
2626 Pennsylvania Avenue  
NW, Suite 301  
Washington DC, 20037

Name: \_\_\_\_\_

Village: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix B-2 IPR Record change and service form

### SENIOR CITIZENS AGING SERVICES FY-2020 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)		
Indicate the specific program, and describe the change in service to include effective date of period change, and duration of change.		
AREA OF CHANGE	FROM	TO

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

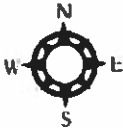
DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM (Revised: 07.08.20). All other forms remain obsolete.

**SENIOR CITIZENS AGING SERVICES FY-2020  
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM**  
*PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.*

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

<b>J. CLIENT'S HOME (RECORD CHANGE)</b>		
<b>AREA OF CHANGE</b>	<b>FROM</b>	<b>TO</b>

**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.)



<b>INTAKE INFORMATION</b>		<b>PROGRAM MANAGER</b>	
Name of Intake Worker		Name of Program Manager	
Signature of Intake Worker		Signature of Program Manager	
Date of Intake		Date of Review	
Organization		<b>DISPOSITION</b>	
Aging Program		<input type="checkbox"/> <b>APPROVED</b> Effective Date: _____	
Contact No.		<input type="checkbox"/> <b>DISAPPROVED</b> 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: 07.08.20). All other forms remain obsolete.

Appendix B-3  
Monthly Program Reporting Form- To Be Attached

## **XVIII. Appendices of Additional Information**

Appendix C-1	Intro to Aging Program Services
Appendix C-2	DSC/Bureau of Program Admin and Dev. (BPAD)-Org Chart
Appendix C-3	DSC/BPAD-Program Assignment Org Chart
Appendix C-4	Aging and Disability Resource Center (ADRC) Flow Chart
Appendix C-5	Monthly Reporting Timelines
Appendix C-6	Do's and Don'ts as to Reports, Invoices, and Payments

Appendix C-1  
Intro to Aging Program Services

**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, *while the Guam SOA reserves the option to provide services in instances where such services can be provided more economically, and with comparable quality, by such State agency, Guam SOA. (Ref: Sec. 307 (B)(8)(A)(iii), AOO of 1965, as Amended)*

**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 Macheche, Dededo 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 total of 119 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, 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 staffs 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 has contracted a web-based information and management system developer for software and services to establish communication among participating agencies in order to increase access of seniors age 60 and older and adults 18 and older with disabilities to information and linkages to long-term services and supports.

## ATTACHMENT C - AGING PROGRAM SERVICES

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### **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, homemaker 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 500 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 individual's 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/Talofoto.

### **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 Senior Citizens and Adult Day Care Centers and to 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. There remains at the discretion of the Guam SOA, the option to expand congregate sites to include settings where elders and adults with a disability are part of a housing project.

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.

**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, 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.

**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 was convened to develop and establish an assisted living facility on Guam. At this point, the task force has not met as the lead was a former legislator who is no longer in this capacity, therefore, it may be an initiative the Guam SOA may resurrect once the Guam SOA and all its Bureaus made up of 31 full time staff are on board. 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. 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. This position is funded by Federal and local funds with the percentages varying each fiscal year, with FY 2020 at approximately 61% Federal and 39% local respectively.

The Guam SOA administers the following locally funded aging programs:

**F) Adult Protective Services (APS)**

The program is mandated by P.L. 31-278, to provide protective services to elderly persons, age 60 years and above and adults who have a disability, ages 18 - 59 who have been abused, neglected and/or exploited. (Prior mandates of this Bureau are P.L. 19-54 as amended by P.L. 21-33.)

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 investigated with initial assessments serving as the basis as to the next steps to be taken on the case. In addition, an emergency shelter is available to seniors and adults with a disability who are in imminent danger from further abuse. A component of the emergency shelter is the provision of a 24-Hour Crisis Intervention Hotline available to receive referrals and respond to cases after hours. 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 Bureau of Adult Protective Services (APS) is the Emergency Receiving Home (ERH) Program/Crisis Intervention Hotline, 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 emergency shelter at and crisis intervention services 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 has been named "Guma Serenidad" (Home of Serenity) effective December 1, 2015.

**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, provide a number of activities in celebration of the month. Traditionally, annual festivities include the Proclamation Signing, Governor's Guam Conference on Aging, Legislative Reception, Guam SMP/SHIP Volunteer Appreciation Activity, Frail Elderly Mass, May Crowning, and a Centenarian Celebration. For years, 2016, 2017, 2018 and 2019, events have for the most part remained with the traditional events noted earlier.

**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](http://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.

**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. 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;
4. Eventually will allow service providers and vendors a means to make electronic referrals;
5. Eventually will be developed to be used to calendar community events; and
6. Provide a Resource Directory on services available to assist seniors, persons with disabilities and other parties who commit to being a user of the system.

On June 26, 2018, the Software and Services was contracted to RTZ Associates, Inc. with parts of the system in use while other components are under development. The contract has the option for annual renewals up through September 30, 2022. Further, the Guam SOA will be working with the software developer to update its website and is considering a name change.

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.

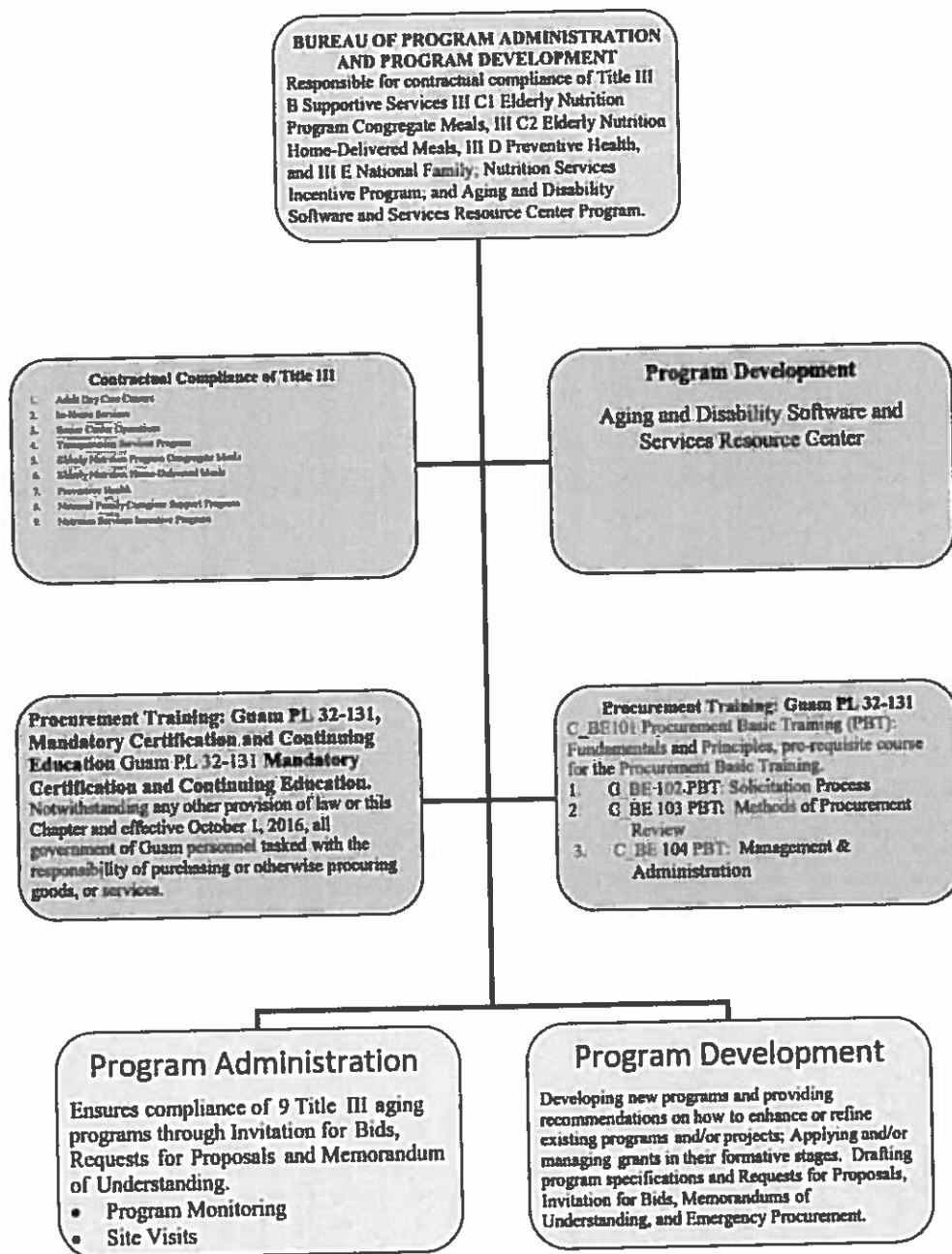
As of this writing, the service providers and vendors of aging programs utilize the web-based tool, a feature of the Aging and Disability Resource Center System for Information and Referral, Intake, Consumer Assessment, Enrollment and/or Case Management to better assist clients navigate through the myriad 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.

The ADRC is funded using local funds and the Guam SOA has assumed responsibility for the continued implementation of the ADRC.

Appendix C-2 DSC/Bureau of Program Admin and Dev. (BPAD)-Org Chart  
To be Attached

**Appendix C-2 DSC/Bureau of Program Admin and Dev. (BPAD)-Org Chart  
To be Attached**

**Bureau of Program Administration and Development  
DIVISION OF SENIOR CITIZENS  
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES  
Functional Charts- FY 2021 (as of 11.25.20)**

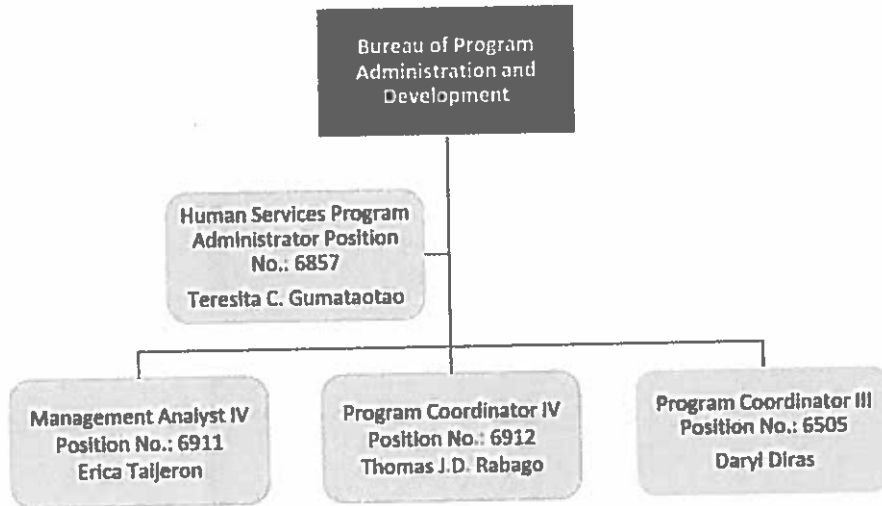




**Appendix C-3 DSC/BPAD-Program Assignment Org Chart  
To be Attached**

**Appendix C-3 DSC/BPAD-Program Assignment Org Chart  
To be Attached**

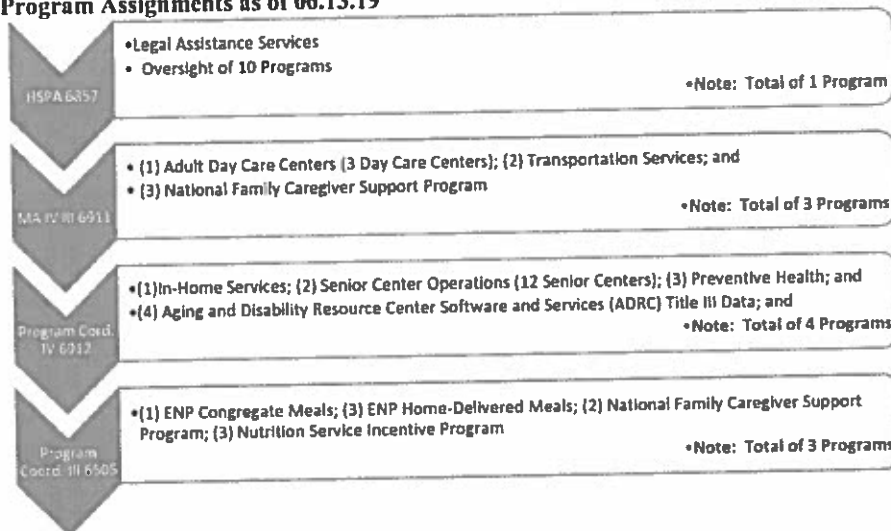
**Bureau of Program Administration and Development- Division of Senior Citizens, DPHSS  
Current Program Assignment as of 11.25.20**



**VACANT**

1. Program Coordinator III Position No.: 6617 Vacant (Vice: BS) 10/21/19
2. Program Coordinator III Position No.: 6917 Vacant (Vice: MU) 09/21/18
3. Program Coordinator III Position No.: 6201 Vacant (Vice: PH) 03/31/20

**Program Assignments as of 06.13.19**

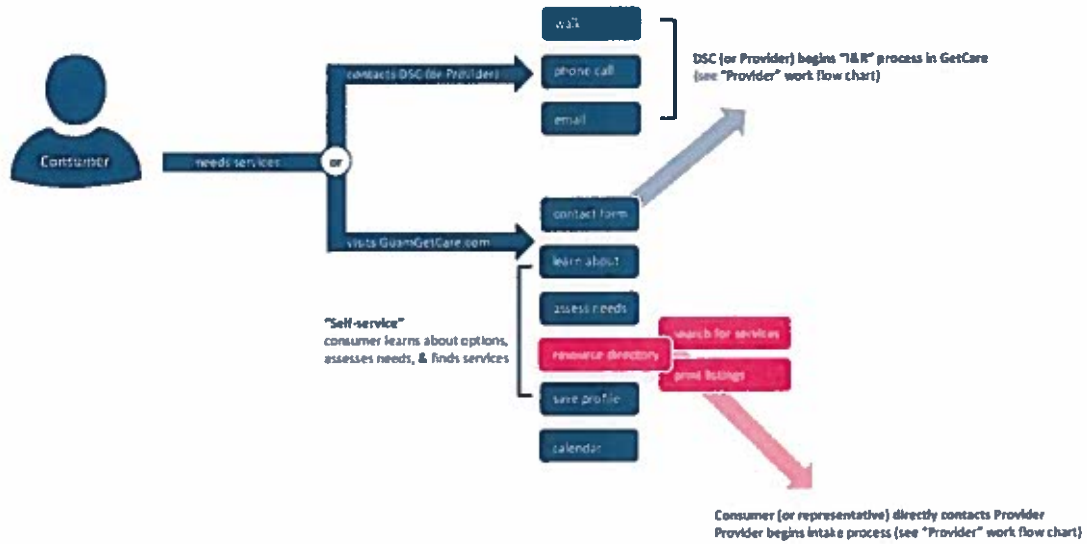


Note: Case Management Services re-assigned to other Bureau within the Division.

## Appendix C-4 Aging and Disability Resource Center (ADRC) Flow Chart



Consumer interaction with Guam GetCare information system

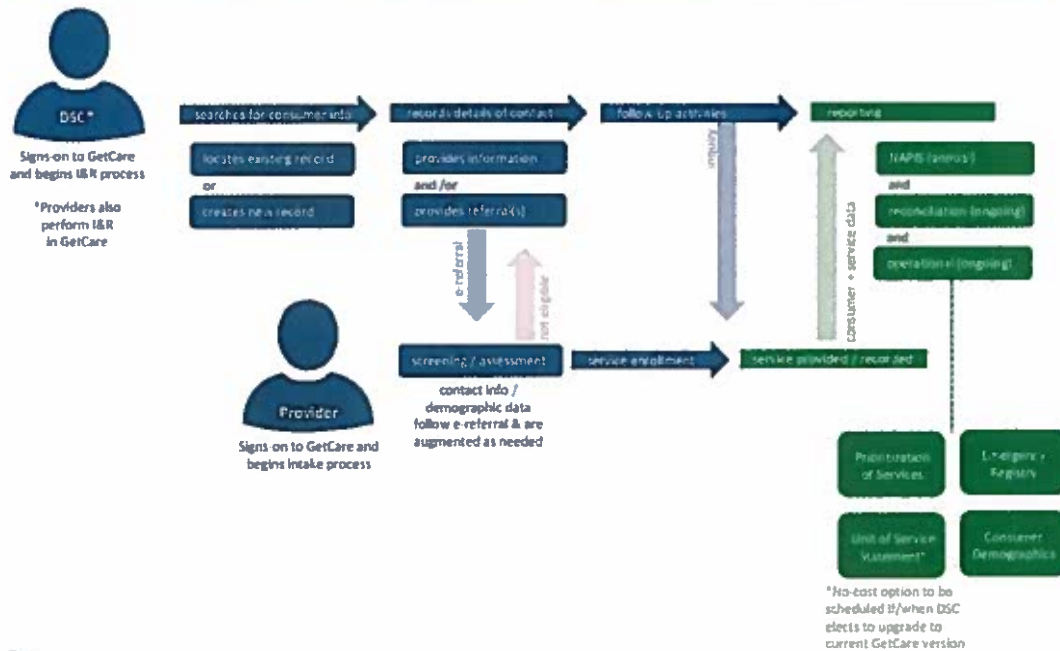


**Key:**

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

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

Provider interaction with Guam GetCare information system



**Key:**

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

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

**Appendix C-5 Monthly Reporting Timelines  
To be Attached**

Appendix C-5 Monthly Reporting Timelines  
To be Attached

Monthly Reporting Timelines

For Illustration Purpose using Fiscal Year 2021 Timelines

	<b>Monthly Reporting Timelines</b>
	<b>10 Working Days Preceding the Prior Month</b>
October	Tuesday, November 17
November	Tuesday, December 15
December	Tuesday, January 19
January	Friday, February 12
February	Monday, March 15
March	Wednesday, April 14
April	Friday, May 14
May	Monday, June 14
June	Thursday, July 15
July	Friday, August 13
August	Wednesday, September 15
September	Thursday, October 7

**Appendix C-6 Do's and Don'ts as to Reports, Invoices, and Payments  
To be Attached**