

U.S. DEPARTMENT OF AGRICULTURE  
FOOD AND NUTRITION SERVICE

**FEDERAL-STATE  
SUPPLEMENTAL  
NUTRITION PROGRAMS AGREEMENT**

For FNS Use Only  
Agreement Number

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Public reporting burden for this collection of information is estimated to average .25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: U.S. Department of Agriculture, Food and Nutrition Services, Office of Research and Analysis, Room 1014, Alexandria, VA 22302 ATTN: PRA (0584-0332). Do not return the completed form to this address.

1. NAME OF STATE AGENCY  GUAM WIC PROGRAM Department of Public Health and Social Services Bldg. 15-6100 Mariner Avenue Tiyán-Barrigada, Guam 96913-1601	2. STATE  GUAM	4. PROGRAM(S) ADMINISTERED  <input checked="" type="checkbox"/> WIC <input checked="" type="checkbox"/> WIC FARMERS' MARKET NUTRITION PROGRAM <input type="checkbox"/> SENIOR FARMERS' MARKET NUTRITION PROGRAM
	3. EFFECTIVE DATE  OCTOBER 01, 2016	
	5. UNIVERSAL IDENTIFIER NUMBER(S)  855028700	

No monies or other benefits may be paid out under this program unless this Agreement is completed and filed as required by existing regulations (7 CFR Parts 246, 248, and 249).

In order to effectuate the purpose of Section 17 of the Child Nutrition Act of 1996, as amended (42 U.S.C. 1786), and Section 4402 of the Farm Security and Rural Investment Act of 2002 as amended (7 U.S.C. 3007), the United States Department of Agriculture, hereinafter referred to as the "Department," and the State Agency (item 1 above) agree as follows:

The Department agrees to make funds available to the State Agency for the administration within the State (item 2 above) of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program), the WIC Farmers' Market Nutrition Program (FMNP), and/or the Senior Farmers' Market Nutrition Program (SFMNP) in accordance with applicable regulations (7 CFR Parts 246, 248, and 249) and any amendments thereto.

The State Agency agrees to accept Federal funds for expenditure in accordance with the applicable statutes and regulations, and any amendment thereto, and to comply with all the provisions of such statutes and regulations, and amendments thereto.

The State Agency further agrees to support full use of Federal funds provided to the State Agency for the administration of the WIC Program and/or the FMNP, and exclude such funds from State budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC Program or the FMNP.

Copies of the current regulations are attached hereto and made a part hereof. In the event of a proposed amendment of the regulations, if the State Agency gives to the Department, prior to the effective date of the amendment, written notice of its determination to discontinue the program or program activities for which administrative expenses are available, this Agreement shall be terminated as of the effective date of the amendment.

This Agreement shall be effective commencing on the date specified (item 3 above) and ending one year

thereafter, unless terminated earlier as provided herein. The Department may renew this Agreement each year thereafter, by notice in writing given to the State Agency as soon as practicable after funds have been appropriated by Congress for carrying out the WIC Program, the WIC Farmers' Market Nutrition Program, and/or the Senior Farmers' Market Nutrition Program during each such year. In any event, however, either party hereto may terminate this Agreement, by giving at least thirty days written notice.

Upon termination or expiration of this Agreement, as provided herein, the State Agency shall make no further disbursement of funds paid to the State Agency in accordance with this Agreement except to meet State expenses incurred on or prior to the termination or expiration date, notwithstanding any termination or expiration of this Agreement, and the State Agency shall promptly return all remaining funds made available to it by the Department. The obligations of the State Agency under the above cited regulations shall continue until the requirements hereof have been fully performed.

### **Assurance of Civil Rights Compliance**

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under

any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

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## Equal Employment Opportunity Clause

During the performance of this Agreement insofar as it relates to State administrative expenses, the State Agency agrees that:

(1) the State Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The State Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The State Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause.

(2) The State Agency will, in all solicitations or advertisements for employees placed by or on behalf of the State Agency, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

(3) The State Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or workers' representative of the

State Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The State Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The State Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, and orders.

(6) In the event of the State Agency's noncompliance with such rules, regulations, or orders, this Agreement as it relates to State administrative expenses may be cancelled, terminated or suspended in whole or in part and the State Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

(7) The State Agency will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The State Agency will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions, for noncompliance provided, however, that in the event the State Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department. The State Agency may request the United States to enter into such litigation to protect the interests of the United States.

Under applicable regulations the Equal Employment Opportunity clause is not applicable to any Agency of the State which does not participate in, work on or under this Agreement insofar as it relates to State administrative expenses.

## Assurance of Drug-Free Workplace

The State agency agrees to maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D, and 7 CFR part 3021.

*Department of Public Health and Social Services*  
*Guam WIC Program*  
**JOB DESCRIPTIONS**

**Program Coordinator IV**

- Serves as the Coordinator for the Administrative Services Unit of the Guam Special Supplemental Nutrition Program for Women, Infants and Children (WIC).
- In cooperation with the Bureau of Nutrition, Physical Activity and Obesity Prevention (BNPO) Administrator, plans, develops and implements policies and procedures for: the food delivery system, financial reporting, program outreach, the WIC Farmer's Market Nutrition Program (FMNP), and the monitoring and training of WIC personnel.
- Coordinates the Program Management Services portion of the WIC State Plan which includes the Vendor Management, Financial Management, and Outreach components.
- Oversees the preparation and monitors the WIC Budget Request and the WIC Grant Application. Reviews overall budget estimates for completeness, accuracy, and conformance with established guidelines and requirements. Recommends adjustments, as necessary, to meet the approved budget ceiling.
- Oversees the banking transactions and direct payment for the food delivery system.
- Develops administrative procedures and guidelines for the food delivery system.
- Reviews the federal register and updates existing policies and procedures in an efficient and timely manner.
- Provides written policies and procedures affecting participating WIC vendors and staff.
- Oversees and supervises the work of six (6) administrative staff. Responsibilities include: interviewing, recommending recruitment and selection, oversight of training, provision of guidance, and the development of work plans, assignments and performance evaluations.
- Assists the Management Analyst III, by providing information and logistical support, in conducting the Federal and State Program Audits, management reviews and necessary follow-up in conjunction with the State internal audit.
- Oversees the coordination and establishment of formal Memorandums of Agreement with other programs in the interest of delivering comprehensive services to low income individuals.
- Assists with the coordination and management of the Infant Formula Rebate Contract with the Western States Contracting Alliance (WSCA);

- Oversees the collection and analysis of statistical data for submission of the Monthly Financial and Participation Status Report (FNS-798), the Quarterly Discretionary Funds Progress Reports, the Infrastructure Grant Progress Reports (when applicable), the Annual WIC Vendor Activity Monitoring Profile (VAMP), the Annual WIC IS Cost Survey, and the WIC Program Participant Characteristics Report (the "PC 06").
- Oversees coordination with the banking services provider to advise of changes in approved WIC retail food vendors, to request for reports, to order WIC drafts, and request for other banking-related services as needed.
- Educates potential, as well as authorized, WIC vendors about the WIC Program and the appropriate policies and procedures for processing WIC food drafts.
- Oversees all aspects of the on-going vendor review processes which includes vendor application, vendor authorization, the formulation of the state/vendor agreements, periodic vendor monitoring, thorough documentation of all vendor monitoring activity, and vendor sanctioning.
- Oversees the maintenance of a financial management system which provides accurate, current, and complete disclosures of the financial status of the Guam WIC Program.
- Oversees the accounting for all MIS-related property and related assets.
- Provides administrative oversight to ensure the maintenance of adequate records to identify the source and use of funds expended for program activities, and to ensure that 1/6 of administrative expenditures are spent on nutrition education.
- Oversees the design and development of pamphlets for use by vendors and participants as appropriate.
- Serves as a WIC Program representative at state, regional, and national WIC conferences and vendor management meetings, and other WIC-related conferences and meetings as appropriate.
- Maintains a close working relationship with vendors and staff in a courteous and professional manner.

## **Program Coordinator II**

### **Farmers Market Nutrition Program**

Responsible for carrying out the functions and operations of the Farmers' Market Nutrition Program (FMNP).

### **FMNP State Plan/Grant Submission**

- Prepares, reviews, and updates the annual (and as needed amendments) Guam FMNP grant/State Plan and submit draft to the PC IV for review. Includes and is not limited to the developments and updates of annual goals/objectives, progress of prior years goals/objectives, reviews and analysis of budget requests; develops/updates standard operating procedures, compliance of federal rules/regulations, and timely submission to the USDA Regional office;
- Ensures standard operating procedures for the FMNP are updated, implemented, and monitored for compliance;
- Composes correspondence (to local/federal entities/individuals) for the Program Coordinator IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

### **Program Operations**

Conducts the FMNP Open/Special Enrollment and application process every three years (or as needed) for the selection and authorization of certified farmers for the Program. Such tasks include the following;

- Develops and submits print media announcements for publication in the local newspaper about the FMNP open/special enrollment period and application process;
- Develops application instructions and procedures for certified farmers interested in applying to become WIC-authorized farmers. Responsible for ensuring application information and forms are available and provided to applicants during open/special enrollment periods;
- Reviews and evaluates applications received during open/special enrollment periods and determines eligibility based on established selection and authorization criteria. Contacts applicants as needed, for clarification of application information or discrepancies;
- Conducts pre-authorization/on-site reviews of farm/roadside locations to verify and evaluate application information and qualifications;
- Prepares and submits summary reports and recommendations to the Program Coordinator IV regarding the qualifications and eligibility of applicants for selection and authorization as farmers for the Program.
- Responsible for developing, processing and implementing three-year farmer participation

agreements entered into between the DPHSS Guam WIC Program, government of Guam, and the farmer selected and authorized in the Program. Prepares, reviews, routes, and ensures farmer's participation agreements are complete, accurate, properly recorded (at the Department of Administration) and signed by appropriate parties including authorized farmers.

- Conducts training for authorized farmers/representatives on Program regulations, policies/procedures.
- Issues and ensures the accountability of FMNP materials such as stamps, ink pads, signs, etc to farmers as well as their timely return to the Program (when terminated, disqualified or when the season is over).
- Inputs and updates all Farmer Market Nutrition Program data information into the computer system. Ensures reliability, accuracy, and completeness of data in the computer system's FMNP module. Coordinates with MIS personnel on computer problems including computer access (to authorized local and federal computer sites/databases), data input, etc.. and ensures resolution.
- Develops and implements a system to detect potential abuse such as trafficking, overcharges, etc. and identify such high-risk farmers. Analyzes FMNP draft redemption data to identify and monitor potential high-risk farmers. Responsible for on-site monitoring, investigation, and sanctioning of vendors identified as high-risk.
- Prepares and conducts inspections (routine monitoring) or investigations (compliance buys) of farmers at farms/roadside locations as wells as local WIC agencies (coupon accountability) for compliance of federal regulations/contractual requirements. Ensures coordination of participants for such inspections/investigations; Issues notice of adverse actions/sanctions as required and, coordinates, participates and addresses requests for administrative hearings and appeals.
- Coordinates and meets with attorneys in the Office of the Attorney General regarding fair hearings to be conducted on appeals, requests for legal opinion, and other legal services.
- Receives and handles complaints/reports from both WIC farmers and participants regarding problems and incidents, and provides resolution or conducts investigation as necessary.
- Develops and updates the FMNP's informational pamphlets, listings, notices, etc. for dissemination to WIC authorized farmers and clinic staff.
- Receives and handles requests to add or remove farmer market/roadside locations. Such requests are to be approved by the Farmer Market Nutrition Program Manager (PC IV) and updates and disseminates such information to clinic sites and appropriate parties.
- Review, prepare, and conduct program participant/farmer surveys of program effectiveness or for new and existing federal regulations;
- Composes correspondence (to local/federal entities/individuals) for the Program Coordinator IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

Reports and Audits/Reviews (local/federal audits/reviews)

- Prepares, compiles, and submits timely participant/program/financial expenditure/redemption/program activity reports through various mediums (i.e. online, email, fax, postal mail, etc.) for federal or local reporting.
- Participates in audits/reviews by local and federal officials, provides corrective actions to discrepancies cited, and, implements and follow-through on recommendations to ensure compliance.
- Composes correspondence (to local/federal entities/individuals) for the Program Coordinator IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

Staff Development/Participation

- Participates/attends in on-island and off-island meetings/conferences/trainings/conference calls/online training sessions/committees, etc. regarding all issues impacting the FMNP Program.
- Networks with local, regional and national organizations regarding the operation of the FMNP and the WIC Program.
- Produces promotional materials for FMNP activities/events, and, participates and coordinates with WIC-authorized farmers and appropriate parties in such activities/events (i.e. Farmers Market Week).
- Composes correspondence (to local/federal entities/individuals) for the Program Coordinator IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

Vendor Management/Food Delivery Program

*Assists* the Vendor Management Coordinator of the Vendor Management/Food Delivery Program in the following tasks:

- preparation and coordination of open enrollment applications forms, correspondence, print media announcements or other materials needed in conducting the vendor open
- enrollment and application for selection and authorization of food vendors, every three years. This includes announced and unannounced pre-authorization visits to store locations of vendor applicants.
- coordination with the Division of Environmental Health and Food Stamp Program (local and off-island) and the USDA Food and Nutrition Service offices), and other resources (i.e. STARS II federal database) to obtain or provide documents/reports regarding vendors' sanitary health inspections, Food Stamp Program data of current or potential WIC vendors, warning letters, sanctions, etc.

- preparation of training packets, correspondence or materials needed to conduct training sessions of WIC vendors/cashiers.
- gathering and price verification of WIC food items, checks on the inventory stock and expired WIC food items of authorized WIC vendors as part of the routine vendor monitoring and the open enrollment retail visit review under the Vendor Management section, and submit gathered data to the Vendor Management Coordinator.
- preparation, update and provision of semi-annually vendor food price list form to all WIC authorized vendors.
- receipt and recordation of vendors' prices for WIC food package costs data for each WIC authorized vendor in the computer system and/or spreadsheet program (i.e. Excel).
- preparation, computation and maintenance of food instrument and food package costs of authorized WIC vendors and retail applicants individually and in peer groups.
- preparation and updates of the approved food listing, forms, and other print materials as well as the distribution and use by program participants, authorized vendors and the vendor management staff.
- review of computer vendor data reports, bank redemption reports, and food package cost data to assist in identifying food drafts overcharged by WIC vendors, and submit listings of overcharged food drafts to the Vendor Management Coordinator.
- printing and review of computer generated vendor reports identifying discrepancies and reporting such discrepancies to the Vendor Management Coordinator.
- preparation and transmission of food drafts reported as either lost and found, returned and unpaid, questionable or invalid, plus participant identification cards and other documents to the WIC administrative office or clinic staff for appropriate action and disposition. Includes receiving calls and retrieving lost and found WIC identification and Proxy cards.
- maintenance of files and records of the Vendor Management section.
- composition of correspondence (to local/federal entities/individuals) for the Program Coordinator IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

**Nutritionists and Nutrition Assistants**

- Provide one-to-one nutrition education sessions; this will include educating WIC FMNP recipients on the importance of including fresh fruits and vegetables in their daily diet and the redemption process of the FMNP coupons/CVV's.

**Administrative Aides**

- Conducts physical inventory of food draft instruments, including WIC Farmers Market Nutrition Program coupons/CVV's;

- Ensures receipt and issuance of draft instruments are complete and accurate. All discrepancies (i.e. damaged deliveries from off-island vendor) are reported to appropriate parties for action and response.

- Ensures drafts/coupons/CVV's are adequately stocked;

- Ensures that FMNP coupons/CVV are accounted for, retained, and disposed properly;

(See Appendix B-2, Organizational Chart of the Guam WIC Program)

DEPARTMENT OF ADMINISTRATION

DIVISION OF ACCOUNTS

MEMORANDUM OF UNDERSTANDING

MOU No. HU961094

MAY 06 2009

BETWEEN

The Arizona Department of Health Services ("Department")  
and  
Guam Department of Public Health and Social Services ("Contractor")

BACKGROUND

The Special Supplemental Nutrition Program for Women, Infants and Children ("WIC Program") is a federally regulated program and the United States Department of Agriculture ("USDA") funds and supervises the program. Arizona Revised Statutes Section 46-331(A) authorizes the Department to operate a women, infants and children nutrition program ("Department's WIC Program").

In federal fiscal year ("FFY") 1999, the Department's WIC Program received software from Hawaii that had previously been used and transferred from other states to assist them in providing WIC Program financial reports and reconciliation. The USDA paid for the development of the software received from Hawaii, and thus, owns the technology. The Department's WIC Program modified the WIC software from Hawaii to develop the Arizona In Motion ("AIM") system, a system recognized for its efficiency and usefulness to the WIC Program. The USDA paid for most of the enhancements done to create AIM, with the exception of the modifications for the Commodity Supplemental Food Program ("CSFP") and Farmers Market Nutrition Program, which was paid for with state funds. In total, the USDA has invested more than twelve million dollars in the development of AIM.

In FFY 2008, the Department's WIC Program, with the approval of the Department's Director and the Arizona Government Information Technology Agency, applied for an operational adjustment grant ("OA Grant") from the USDA. With the application, the Department submitted a State plan to provide information technology services for the AIM system to the Contractor, American Samoa and later, the Commonwealth of the Northern Mariana Islands ("the Islands"). Through the OA Grant and State plan, the Department's WIC Program intends to establish the basis for receiving an additional management information systems grant from the USDA in the amount of two million dollars. This additional grant shall support the re-engineering of AIM from Oracle to Dot Net and provide additional funds for electronic benefits transfers ("EBT") to improve its functionality and communications with other public health systems. By updating the system in this manner, the Department hopes to enable the Department's WIC Program to meet all current and future federal regulatory requirements under the WIC Program grant that supports the Department's WIC Program in Arizona.

To improve WIC services and the integrity of the financial and food delivery systems, the program would like to be able to implement EBT benefits. Other states that have tried to meet this federal requirement have not been able to fund the fees required by the vendors who provide the EBT. The Department's WIC Program hopes to avoid having to pay these high fees by providing its own EBT in Arizona and to other western WIC Programs.

In FFY 2008, the USDA awarded the OA Grant to the Department, and pursuant to the state plan submitted by the Department, the Department's WIC Program used the money to pay for additional servers and personnel to serve the Islands' AIM systems. The Department's WIC Program also assisted the Islands in installing the AIM system. In order to receive funding from the USDA under the OA Grant, the USDA must approve all actions taken by the Department for the funding, including approving the agreements between the Department and other parties.

The Department initially executed a memorandum of understanding (MOU) with American Samoa. Next, the Department executed an Intergovernmental agreement (IGA) with the Commonwealth of Northern Mariana Islands and drafted a similar IGA with the Contractor.

**MEMORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

Because the Department intends to receive additional funding from the USDA to upgrade the AIM system and change its code, the agreements with all AIM partners restricts them to using the same version of software and USDA has indicated that they will not fund any customizing of the system. Only modifications required by the USDA and approved by them are allowed to the AIM system. The Department's WIC Program shall apply the modifications uniformly to all of its contractors/users as specified in the agreements.

After reconsidering the form of the original agreements, the Department's WIC Program now intends to execute similar MOUs with all of the Islands by transforming the agreements with American Samoa and the Commonwealth of Northern Mariana Islands into MOUs like this agreement. By making all of the agreements uniform as MOUs, the Department will be able to monitor and meet the terms of the agreements more efficiently, and the USDA will more readily be able to track their progress. Currently, the USDA provides the funds to the Islands to pay the Department for the services.

THEREFORE, for good and valuable consideration as outlined below, the parties agree as follows:

**A. TERM OF THE AGREEMENT:**

The term of this Agreement will be for five (5) years from November 1, 2008.

**B. CONTRACT EXTENSION:**

By mutual written contract amendment, this Agreement may be extended for five (5) years. The total contract term, including extension, shall not exceed a total of ten (10) years from the effective date of the Agreement.

**C. TERMINATION:**

1. This Agreement remains in effect until terminated in accordance with the provision A of this section, or as otherwise provided below:

**1.1 Termination due to State or Federal Law**

State or Federal law invalidates the Agreement;

**1.2 Termination without Cause**

Both the Department and the Contractor may terminate this Agreement at any time with three hundred and sixty (360) calendar days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested. If the Contractor terminates this Agreement without cause, the Contractor shall pay the Department the Agreement price for all services and materials completed up to the date of termination;

**1.3 Termination for Default**

The Department reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Agreement, to acquire and maintain all required, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The Contractor should receive written notice detailing the area of non-performance and have thirty (30) days to correct non-performance prior to termination for default;

**1.4 Cancellation for Conflict of Interest**

Pursuant to A.R.S. § 38-511, the Department may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Department

EXAMPLE 5

**MEMORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

is, or becomes at any time while the Agreement or an extension of the Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the Department, it may also cancel this Contract as provided in A.R.S. § 38-511; or

**1.5 Mutual Termination**

This Agreement may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment thereon.

**2. Disposition of Property**

Upon termination of this Agreement, all property of the USDA will be allocated based upon the approval of USDA.

**D. CONFIDENTIALITY:**

1. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in the Scope of Work without prior approval of all parties to this Agreement.
2. This Agreement is made in accordance with WIC Program federal regulations 7 C.F.R. § 246.26 (d).

**E. NON-DISCRIMINATION:**

The parties shall comply with Executive Order 75-5 as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

**F. RECORDS:**

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain all data and other records ("records") relating to the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the Department at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

**G. ARBITRATION:**

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. § 12-1518.

**H. INDEMNITY CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or

**MEMORANDUM OF UNDERSTANDING**  
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subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

**I. AMENDMENT OR MODIFICATIONS:**

No amendment or modifications to this Agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing signed by the parties.

**J. ARIZONA LAW:**

The law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

**K. RELATIONSHIP OF PARTIES:**

The Contractor under this Agreement is an independent Contractor. Neither part to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

**L. SEVERABILITY:**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**M. NO PAROLE EVIDENCE:**

This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplemental or explain any terms used in this document.

**N. NO WAIVER:**

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**O. HEADINGS:**

Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**P. ADVERTISING AND PROMOTION OF CONTRACT:**

The Contractor shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of an ADHS Procurement Officer.

**MEMORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

**UNAVAILABILITY OF FUNDING:**

Funds may not be presently available for performance under this Agreement beyond the first year of the Department's budget term or Agreement term. The Department may reduce performance or terminate this Agreement without further recourse, obligation or penalty in the event insufficient funds are appropriated in the subsequent budget term. The Department will give as much notice as possible, including one (1) year if possible. The Department shall not be liable for any purchases or subcontracts entered into by the Contractor in anticipation of Department funding.

**MEMORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

**SCOPE OF WORK**

**A. BACKGROUND**

Contractor is currently requesting that the Arizona WIC Program expand its automated system to enable the Guam WIC Program to utilize the operating system, AIM. AIM is currently considered one of the best WIC computer systems in the country. The request involves the Arizona WIC Program providing AIM access and support to Contractor, while maintaining overall responsibility for the daily operations, support, and maintenance. The Contractor expressed its desire to begin using AIM in October 2008.

**B. OBJECTIVE**

The Arizona Department of Health Services (ADHS) will provide Guam WIC Program with an effectively automated system to deliver nutrition education and benefits to their WIC participants. When the migration is completed, the Guam WIC Program will have a fully-functional and WIC functional requirements document (FRd) compliant automated WIC system.

**C. TASKS**

Both parties agree to share a common-code baseline of the AIM application and make accommodations to support Contractor's business practices that do not affect the common code only with the approval of USDA and when all parties agree to the change in common. Additionally, both parties agree to coordinate changes and upgrades to the application necessary to meet all federal requirements and to maintain the baseline so that the Arizona WIC Program can provide support to Contractor.

**1. Guam WIC Program shall:**

- 1.1 Fund travel costs as needed to ensure installation and support of the Guam system by Arizona WIC staff;
- 1.2 Review the system status on a daily basis. Concerns with the system shall be reported within thirty (30) minutes of occurrence. These issues shall be reported in the following manner:
  - 1.2.1 Call or email the AIM Help Desk,
  - 1.2.2 Capture a screen shot of the error or issue encountered, and
  - 1.2.3 Save the screen shot of the issue into a Word document detailing the steps followed prior to encountering the issue. The Users ID should also be included in the information provided.
- 1.3 Attend all training provided by ADHS or the AIM Maintenance Contractor;
- 1.4 Report any suspected unauthorized access immediately to the AIM Help Desk and Guam management by email or telephone;
- 1.5 Provide "first level" help desk support on site;
- 1.6 Maintain workstations and printers for Guam WIC users. All equipment will be purchased with a three (3) year warranty. In addition, the Guam WIC program will develop and submit to the USDA a three (3) year hardware replacement plan and guidelines for general maintenance of stations and printers within one (1) year of Contract execution;

**MEMORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

- 1.7 Procure all supplies required for the successful operation of the AIM system (i.e., blank check stock, report Toner Cartridges, MICR Toner Cartridges);
  - 1.8 Provide training to new users after the completion of AIM implementation;
  - 1.9 Provide Internet connectivity at the Guam WIC Clinics and Administration Offices without interruption;
  - 1.10 Provide Support to:
    - 1.10.1 Troubleshoot Internet connection issues (have someone working the issue within thirty (30) minutes of a report),
    - 1.10.1 Troubleshoot domain issues (have someone investigating the issue within thirty (30) minutes of a report), and
    - 1.10.2 Keep the operating systems and virus software up to date on all Domain Servers.
  - 1.11 Submit payment within thirty (30) days of receiving invoice.
- 2. Guam Management Information Systems (MIS) shall:**
- 2.1 Set up and maintain email for Guam WIC users;
  - 2.2 Setup and maintain the Virus software on each of the WIC computers;
  - 2.3 Set up and maintain (including patches) the operating system on each of the WIC computers;
  - 2.4 Set up and maintain (including updates) the Microsoft Office application on each of the WIC computers; and
  - 2.5 Provide static IP's for all printers.
- 3. Arizona WIC shall perform the following activities:**
- 3.1 Support the Guam WIC Information System (GWIS) between November 1, 2008 and the completion of the transition to AIM. Arizona WIC Program shall provide maintenance and support services as follows:
    - 3.1.1 Monitor the database weekly: reorganize, optimize and tune procedures as necessary,
    - 3.1.2 Monitor daily processes, troubleshoot problems and make necessary corrections to any database objects,
    - 3.1.3 Monitor End-of-Day process, troubleshoot problems and make necessary corrections to any database objects or data being processed,
    - 3.1.4 Create ad-hoc scripts, triggers, etc. for special reports,
    - 3.1.5 Provide Oracle support as it relates to the WIC application,
    - 3.1.6 Maintain the GWIS application and ensure all functional areas and printing capabilities are operational,

**MEMORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

- 3.1.7 Update documentation as required, and
- 3.1.8 Provide on-site support as necessary (travel and per diem expenses will be chargeable and reimbursable in accordance with U.S. Government Joint Travel Regulations applicable at the service);
- 3.2 Hosting of the Guam AIM application and database. The application will be available Monday – Sunday, 7:00 am – 7:00 pm Guam time except on Sundays during quarterly maintenance procedures;
- 3.3 Maintaining and managing the version control of all application and database software;
- 3.4 Daily End-of-Day (EOD) monitoring (review of nightly processing logs and resolving any issues found) to ensure the application and database are accessible and operational. Troubleshooting assistance will be provided to resolve issues such as bank files, caseloads, or other data related errors;
- 3.5 Daily reviewing of system logs (Application, Security, System and AIM Error Log) with appropriate follow-up to ensure system reliability and security;
- 3.6 Daily reviewing and verification that the export of data files was successful and that daily backups are created and stored in a safe, fire-proof and locked location;
- 3.7 Providing, as needed, status and participation information to the Guam WIC Administrator, WIC Clinic Manager and the Information Systems Administrator;
- 3.8 Testing of upgraded, enhanced or modified versions of all respective modules prior to release;
- 3.9 Creating user accounts to provide new Guam users access to the AIM application including User IDs and passwords;
- 3.10 Initially assisting in the assignment of user agency access and roles according to clinic staff responsibilities;
- 3.11 Initially assisting in assessing various Guam sites for infrastructure and demographic data that will support the AIM system;
- 3.12 Providing initial training of Contractor WIC staff about system responsibilities (clinic staff will be trained in the use of the Clinic and Administrative modules as appropriate, and Contractor's staff will be trained in the use of the Vendor, and Finance modules);
- 3.13 Providing initial on-site clinic support immediately following clinic training to assist in Scheduler setup and user assistance;
- 3.14 Providing electronic versions of all User Manuals as updated;
- 3.15 Providing Help Desk support which will include real-time assistance troubleshooting user or system issues. Help Desk support will be provided during Guam business hours: Monday - Friday 7:00 am – 4:00 pm (excluding holidays observed by Guam State government). Support outside of this period and on holidays will be for emergency service only. Those issues which cannot be immediately resolved will be forwarded to the Arizona WIC maintenance contractor for resolution. The Arizona WIC Program's maintenance contractor will begin investigation of the issue within thirty (30) minutes of notification of the problem;

**MEMORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

- 3.16 Establishing and maintaining a toll free Help Desk number which will be available during the business hours identified above;
- 3.17 System Upgrades:
  - 3.17.1 Keeping the Guam AIM application up-to-date with the latest release,
  - 3.17.2 Keeping the Guam AIM databases up-to-date, and
  - 3.17.3 Keeping the Operating Systems and Virus Software up-to-date on all backup servers.
- 3.18 Providing Backup Router configuration and maintenance;
- 3.19 Performing quarterly maintenance activities are performed on the AIM system on the last full weekends of December, March, June, and September. Maintenance activities include but are not limited to:
  - 3.19.1 Reviewing database and application server disk space,
  - 3.19.2 Analyzing database file sizing,
  - 3.19.3 Analyzing temporary workspace sizing,
  - 3.19.4 Providing partition Maintenance, and
  - 3.19.5 Renaming of Alert Logs;
- 3.20 Purchasing the following initial hardware/software:
  - 3.20.1 Procurement and installation of Guam AIM Application and Database Servers,
  - 3.20.2 Procurement of any routers required, and
  - 3.20.3 Procurement of any switches required to support local connections at WIC clinics;
- 3.21 Providing monthly Status Reports describing the operational capacities and projected limitations or modifications to be made to the system, the potential need for software or hardware upgrades or additions to the servers to accommodate increased demands (e.g. more hard disk space), updates on system modifications, and the results of security monitoring and other activities as requested by the Guam WIC Director or staff; and
- 3.22 Invoicing for services:
  - 3.22.1 Maintenance of AIM to be sent to Guam WIC fifteen (15) days after the end of each quarter,
  - 3.22.2 Maintenance of GWIS shall be sent fifteen (15) days after the end of each month, and
  - 3.22.3 USDA required enhancements, upon completion.

**MEMORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

**D. NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS**

1. Notices, correspondence, and requests from Guam to ADHS shall be sent to:

Bureau Chief  
Bureau of USDA Nutrition Programs  
150 N. 18<sup>th</sup> Ave, # 310  
Phoenix, AZ 85007  
(602) 364-0687 - Telephone  
(602) 542-1890 - Fax  
[Sellk@azdhs.gov](mailto:Sellk@azdhs.gov)

2. Payments shall be sent to:

Financial Manager  
Bureau of USDA Nutrition Programs  
150 N. 18<sup>th</sup> Ave, # 310  
Phoenix, AZ 85007  
(602) 542-2851- Telephone  
(602) 542-1890- Fax

3. Notices, correspondence, reports and invoices from ADHS to the Guam shall be sent to:

Charlie Morris, WIC Director  
Bureau of Nutrition Services Administrator  
Guam WIC Program  
Department of Public Health and Social Services  
Government of Guam  
15-6100 Mariner Avenue, Barrigada, Guam 96913-1601  
(671) 475-0287 - Telephone  
(671) 477-7945 - Fax

**MEMORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

**PRICE SHEET**

<b>Item</b>	<b>Description of Material or Service</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Total Cost</b>
1	Arizona Support of the GWIS System from November 1, 2008 to April 30, 2009	As needed hourly rate	269 hours per month	\$ 88.00	\$118,360.00
2	Arizona WIC Program's Monthly Support of Guam AIM System	Per Quarter (3 months of service)	4 Quarters	\$ 9,107.00	\$ 36,428.00
3	USDA required enhancement of the Guam AIM System	As needed, hourly rate	-	\$ 88.00	-

**M** **ORANDUM OF UNDERSTANDING**  
**MOU No. HU961094**

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

FOR THE STATE OF ARIZONA:

FOR THE GOVERNMENT OF GUAM:

Christine Ruth  
Ann Froto Christine Ruth  
Procurement Administrator Chief Procurement officer

J. Peter Roberto  
J. PETER ROBERTO, ACSW  
Director, Department of Public  
Health and Social Services

Date: 4/29/09

Date: 3/23/09

CERTIFIED FUNDS AVAILABLE:

Janine F. Paeste  
Administrative Services Officer  
Certifying Officer, DPH & SS

Date: 12 of 3/18/09

SUBJECT TO AVAILABILITY OF FUNDS:

ACCOUNT NO.: 5101E091712PA112/230 and 5101E091712PA101/230  
AMOUNT: \$71,191.00 and \$83,597.00  
VENDOR NO.:  
DOCUMENT NO.: C09-1700-023

APPROVED:

NOT REQUIRED  
CLAUDIA S. ACFALLE  
Chief Procurement Officer  
General Services Agency

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

APPROVED AS TO LEGALITY AND FORM:

Alicia G. Lintiaco  
ALICIA G. LINTIACO  
Attorney General of Guam  
Office of the Attorney General

Date: 4/14/09

APPROVED:

CLEARED PER  
BMMR'S REVIEW

BERTHA M. DUENAS  
Director, Bureau of Budget and  
Management Research

Date: APR 01 2009

APPROVED:

Mike W. Cruz  
MIKE W. CRUZ, MD  
GOVERNOR OF GUAM ACTING

Date: 4/21/09

DEPARTMENT OF ADMINISTRATION  
DIVISION OF ACCOUNTS

Registration Date May 11 2009  
Registered No. C09060 1290  
Book No. # A0098542  
Registered By MA

**RECEIVED**  
24.06.09  
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ATTORNEY GENERAL'S OFFICE



# Office of the Attorney General of Guam



July 13, 2015

Elizabeth Barrett-Anderson  
Attorney General  
Phone: (671) 475-3324  
ext. 5015/ 5030  
Fax: 477-4703

Jacqueline Z. Cruz  
Chief of Staff  
Administration  
Phone (671) 475-3324  
ext. 5010

Phillip J. Tydingco  
Chief Prosecutor  
Prosecution  
Phone: (671) 475-3406  
ext. 2410

Karl P. Espaldon  
Deputy AG  
Solicitor's  
Phone: (671) 475-3324  
ext. 3115  
Fax: 472-2493

Kenneth D. Orcutt  
Deputy AG  
Civil Litigation  
Phone: (671) 475-3324  
ext. 3250  
Fax: 472-2493

Fred S. Nishihira  
Deputy AG  
Consumer Counsel  
Phone: (671) 475-3324  
ext. 3250  
Fax: 472-2493

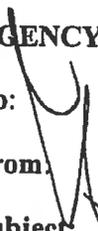
Rebecca M. Perez  
Deputy AG  
Child Support  
Phone: (671) 475-3360  
ext. 1610

Carol M. Hinkle-Sanchez  
Deputy AG  
Family/Juvenile  
Phone: (671) 475-3406  
ext. 4040

Pauline Camacho  
Administrator  
VWAS Unit/Notary Unit  
Phone: (671) 475-2587  
or (671) 475-3324  
ext. 5030

## AGENCY COMMUNICATION

REF: DPHSS 15-0395

To:  Director, Department of Public Health and Social Services  
From: Deputy Attorney General – Solicitor Division ←  
Subject: Draft Memorandum of Understanding between DPHSS and UOG regarding WIC and EFNEP Program Collaboration

This is to acknowledge receipt of your July 1, 2015 memorandum to the Attorney General seeking our office's review and approval of the above-referenced draft Memorandum of Understanding (MOU).

The MOU, which calls for the WIC and EFNEP programs of DPHSS and UOG, respectively, simply to collaborate and does not involve any transfer of funds, does not require the Attorney General's review or approval. We also believe it does not require the signature of the Governor of Guam, as is currently contemplated in the draft document.

I have spoken with Mr. Charles H. Morris, Public Health Nutrition Administrator, and informed him of the same. I was also able to speak to him regarding suggested changes to the draft document as to form that he might consider.

If you have any questions, please contact me at 475-3324, ext. 3115.

  
Karl P. Espaldon

RECEIVED  
Director's Office  
Division Of General Administration

JUL 15 2015

DPH&SS

Time: Locator#: 172



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



EDDIE BAZA CALVO  
 GOVERNOR

JAMES W. GILLAN  
 DIRECTOR

RAY TENORIO  
 LIEUTENANT GOVERNOR

LEO G. CASIL  
 DEPUTY DIRECTOR

JUL 01 2015

MEMORANDUM

To: Attorney General  
 Office of the Attorney General

From: Director  
 Department of Public Health and Social Services

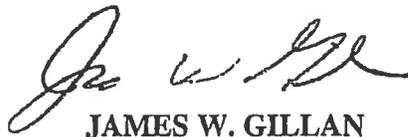
Subject: Draft Memorandum of Understanding (MOU) between the Department of Public Health and Social Services, Guam Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program and the University of Guam/Expanded Food and Nutrition Education Program (UOG/EFNEP)

Attached for your review and approval is a draft memorandum of understanding between the Guam Department of Public Health and Social Services, Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) and UOG/EFNEP.

The primary purpose of such an agreement is to increase the nutrition education opportunities and activities available to the low income population in Guam who participate in the WIC program by making it more easily available. The provision of education services by the UOG/EFNEP in the Guam WIC Program environment by implementing nutrition and health related education classes and activities will support and expand the existing health/nutrition education efforts already done by the WIC program and UOG/EFNEP respectively.

There is no additional cost to the government other than the sharing of existing staff who are already involved in educating clients, access to space already used for WIC participant education and necessary equipment from the Guam WIC Program that is already in place for nutrition education activities.

Should you have any questions please direct them to Stephen Weiss, Public Health Nutrition Specialist, at 475-0288 or Charles H. Morris, Public Health Nutrition Administrator at 475-0287.

  
 JAMES W. GILLAN

attachment

cc: Director's Chrono/WIC Chrono / Originator

*Forwarded to  
 A.G.'s  
 7/13/15  
 em*

**Memorandum of Understanding  
between  
the Guam Department of Public Health and Social Services,  
Bureau of Nutrition Services  
Special Supplemental Nutrition Program  
for Women, Infants, and Children (WIC),  
and  
the Expanded Food and Nutrition Education Program (EFNEP)  
Cooperative Extension & Outreach  
Community Nutrition Education Programs  
College of Natural & Applied Sciences  
University of Guam**

**DRAFT**

The Special Supplemental Nutrition Program (hereinafter called WIC) and the Expanded Food and Nutrition Education Program (EFNEP) enter into this Memorandum of Understanding (MOU) in an effort to document and further enhance the collaborative programming efforts that exist and continue to develop for the ultimate purpose of benefiting the food security and nutritional status of the low income Guam families who are eligible for the two Programs.

Whereas, EFNEP is committed to the education of low income households to enable them to use homemaking skills to improve their home economics and the nutritional status of family members; and

Whereas, the WIC program provides low income families and individuals nutrition assessments and counseling to program participants in order to promote healthy lifestyle changes in nutrition and exercise; and

Whereas, EFNEP and WIC both target low income families for the purpose of improving health through education targeting lifestyle changes; and

Whereas, both parties desire to create a partnership to support their mutual objectives; and

Now therefore, the parties agree to the following:

**I. PURPOSE**

The purpose of this collaboration, as expressed in this Memorandum of Understanding, is to:

- a. Increase and enhance referrals between the Programs thus benefiting low-income, eligible families.
- b. Enhance and improve the educational programming provided to participating families by developing and delivering relevant, consistent nutrition education messages and activities that involve both Programs.

- c. Support the role of the **WIC Program** as the lead agency in breastfeeding activities for low income families with **EFNEP** collaborating to enhance and supplement those activities wherever possible.
- d. Reduce Program costs by collaborating on the development and review of targeted educational materials that benefit both programs and sharing the training/professional development opportunities for staff from both Programs.
- e. Foster collaboration and planning between the two Programs such that unintended duplication is avoided, gaps in educational programming for participants of both programs are minimized, and needs of Program participants are met in the most efficient manner possible to further reduce costs for each program.
- f. Increase and enhance referrals to the other services to which each Program is administratively connected, for the purpose of enhancing the overall health and welfare of low income Guam families.

## II. BACKGROUND

The **Guam WIC Program**, a Special Supplemental Nutrition program, is part of the Bureau of Nutrition Services (BNS) in the Department of Public Health and Social Services (DPHSS). The mission of Guam WIC Program is to **Build a Healthy Foundation for Life**.

The **WIC Program** is a federally funded nutrition program by the United States Department of Agriculture is designed to assist lower income pregnant and postpartum breastfeeding and non-breastfeeding women, infants, and children less than five years of age who have one or more nutrition risk factors meet health outcome goals for their lifecycle stage. Individualized **WIC** nutrition assessments are the basis for the provision of nutrition counseling and education, breastfeeding promotion and support (including breastfeeding peer counseling), supplemental nutritious foods, and referrals to medical/health, food/nutrition, and social services.

The **Guam Expanded Food & Nutrition Education Program (EFNEP)**, an outreach and educational institution, is part of the Guam Cooperative, Extension, Consumer and Family Sciences, of the College of Agriculture and Life Sciences, in the University of Guam (UOG).

UOG Extension offers educational programs in Guam, extending the knowledge and research of the University to all of the residents of Guam. As a part of UOG Extension, **EFNEP** has connections to research, knowledge and program expertise on a wide range of topics and issues of importance to low income families including parenting education, family financial management and family care-giving in addition to nutrition education.

The **Expanded Food and Nutrition Education Program (EFNEP)** is a federally-funded nutrition education program for low-income families and individuals. **EFNEP** reaches low income families and children through series of lessons on nutrition, food resource management and safe food handling.

### III. MUTUAL WIC and EFNEP RESPONSIBILITIES

- a. While it is recognized that WIC has the primary responsibility for providing special supplemental nutrition education (i.e., education provided after certification/enrollment) to WIC participants, WIC and EFNEP agencies will collaborate in providing secondary education at WIC clinic sites as is practical and appropriate for both agencies. The topics, scheduling, and documentation of the education sessions will be jointly planned by both Programs, as appropriate.
- b. EFNEP educational class programming at WIC will reinforce WIC educational priorities and WIC counseling will reinforce nutrition messages delivered through EFNEP.
- c. EFNEP and WIC will communicate with each other regarding other potential avenues for collaboration, issues of mutual concern, and evaluation results without violating confidentiality of clients.
- d. EFNEP and WIC will collaborate with each other on development and in kind sharing of selected educational materials, as needed, to accomplish mutually agreed upon goals.
- e. WIC and EFNEP will collaborate with each other on selected training and professional development activities for staff of both Programs, within content areas of mutual interest.

### IV. WIC RESPONSIBILITIES

The WIC Program agrees to the following responsibilities under this MOU:

- a. WIC will refer WIC clients and families who would benefit from the education provided by EFNEP, as appropriate.
- b. As allowed by WIC Policy on Confidentiality, WIC Program staff may disclose individual client information, such as names, race/ethnicity, and category of WIC participants to appropriate EFNEP providers for the purpose of documentation for the program or for further services, or for outreach. Client information disclosed will be limited to the purpose of documentation, and research.
- c. WIC will recruit WIC clients and provide space for EFNEP educators to provide secondary nutrition education for the purpose of combining nutrition education and recruiting clients who will participate in the EFNEP Classes.
- d. WIC will provide a nutritionist for consultation and development of nutrition related materials on basic nutrition education topics to EFNEP staff, as appropriate for ensuring accuracy of information communicated during the EFNEP Classes.

## **V. EFNEP RESPONSIBILITIES**

EFNEP agrees to the following responsibilities under this MOU:

- a. EFNEP will refer potentially-eligible families or women to WIC and other nutrition programs administered by DPHSS: The Supplemental Nutrition Assistance Program (SNAP), WIC Breastfeeding Peer Counselor Program (BFPCP), and WIC Farmers Market Nutrition Program (FMNP).
- b. Nutrition education that is provided by EFNEP for WIC will be in collaboration with WIC.
- c. EFNEP will not, without the informed written consent of the WIC participant, disclose personally identifiable WIC participant information to other providers, programs or agencies except to the extent that the additional disclosure is for the purpose of accomplishing the eligibility and outreach services specified in this MOU and is otherwise allowed by laws.
- d. EFNEP will obtain the informed written consent of the WIC participant, or the person legally authorized to give consent on behalf of the WIC participant, before disclosing or releasing any other personally identifiable information about the WIC participant.

## **VI. DURATION OF THIS MEMORANDUM OF UNDERSTANDING**

This memorandum may be terminated at any time. Either party may terminate this memorandum by providing written notice to the other party. The memorandum may be amended in writing at any time by mutual agreement of the parties. This memorandum remains in effect until terminated or amended in accordance with this provision.

**VII. SIGNATURES**

\_\_\_\_\_  
**JAMES R. HOLLYER**                      Date  
Associate Director/Dean (Interim)  
Cooperative Extension & Outreach  
College of Natural & Applied Sciences  
University of Guam

\_\_\_\_\_  
**JAMES W. GILLAN**                      Date  
Director Department of Public  
Health & Social Services

**APPROVED:**

**CERTIFIED FUNDS AVAILABLE:**

\_\_\_\_\_  
**JOSE S. CALVO**                      Date  
Director  
Bureau of Budget and  
Management Research

\_\_\_\_\_  
Not Applicable  
**TOMMY C. TAITAGUE**                      Date  
Administrative Services Officer  
Department of Public Health & Social  
Services

**APPROVED AS TO LEGALITY  
AND FORM:**

\_\_\_\_\_  
**ELIZABETH BARRETT-ANDERSON**                      Date  
Attorney General of Guam

**APPROVED:**

\_\_\_\_\_  
**EDDIE BAZA CALVO**  
Governor of Guam

\_\_\_\_\_  
Date

(a) Any department or agency of the Government of the United States which administers any Act of Congress which specifically provides for making grants to any Insular Area under which payments received may be used by such Insular Area only for certain specified purposes (other than direct payments to classes of individuals) may, acting through appropriate administrative authorities of such department or agency, consolidate any or all grants made to such area for any fiscal year or years.

(b) Any consolidated grant for any insular area shall not be less than the sum of all grants which such area would otherwise be entitled to receive for such year.

(c) The funds received under a consolidated grant shall be expended in furtherance of the programs and purposes authorized for any of the grants which are being consolidated, which are authorized under any of the Acts administered by the department or agency making the grant, and which would be applicable to grants for such programs and purposes in the absence of the consolidation, but the Insular Areas shall determine the proportion of the funds granted which shall be allocated to such programs and purposes.

(d) Each department or agency making grants-in-aid shall, by regulations published in the Federal Register, provide the method by which any Insular Area may submit

(i) a single application for a consolidated grant for any fiscal year period, but not more than one such application for a consolidated grant shall be required by any department or agency unless notice of such requirement is transmitted to the appropriate committees of the United States Congress together with a complete explanation of the necessity for requiring such additional applications and

(ii) a single report to such department or agency with respect to each such consolidated grant: Provided, That nothing in this paragraph shall preclude such department or agency from providing adequate procedures for accounting, auditing, evaluating, and reviewing any programs or activities receiving benefits from any consolidated grant. The administering authority of any department or agency, in its discretion, may

(i) waive any requirement for matching funds otherwise required by law to be provided by the Insular Area involved and

(ii) waive the requirement that any Insular Area submit an application or report in writing with respect to any consolidated grant.

#### Source

(Pub. L. 95-134, title V, § 501, Oct. 15, 1977, 91 Stat. 1164; Pub. L. 95-348, § 9, Aug. 18, 1978, 92 Stat. 495.)

#### Amendment of Subsection (d)

Pub. L. 96-205, title VI, § 601, Mar. 12, 1980, 94 Stat. 90, as amended Pub. L. 98-213, § 6, Dec. 8, 1983, 97 Stat. 1460; Pub. L. 98-454, title VI, § 601(b), Oct. 5, 1984, 98 Stat. 1736, provided that this section shall be applied with respect to the Department of the Interior by substituting "shall" for "may" in the last sentence of subsection (d), and adding the following sentence at the end of subsection (d): "Notwithstanding any other provision of law, in the case of American Samoa, Guam, the Virgin Islands, and the Northern Mariana Islands any department or agency shall waive any requirement for local matching funds under \$200,000 (including in-kind contributions) required by law to be provided by American Samoa, Guam, the Virgin Islands, or the Northern Mariana Islands."

#### Amendments

1978: Pub. L. 95-348, § 9(1), in introductory provision inserted ", notwithstanding any provision of law to the contrary," after "Congress".

Subsec. (a). Pub. L. 95-348, § 9(2), substituted "Any" for "Notwithstanding any provision of law to the contrary, any".

#### Termination of Trust Territory of the Pacific Islands

For termination of Trust Territory of the Pacific Islands, see note set out preceding section 1681 of this title.

#### Maintenance or Level of Effort Requirements; Adjustment or Modification by Administrator of Environmental Protection Agency

Pub. L. 99-396, § 12(a), Aug. 27, 1986, 100 Stat. 841, provided that: "In awarding assistance grants, consolidated under the provisions of title V of the Act entitled 'An Act to authorize certain appropriations for the territories of the United States, to amend certain Acts related thereto, and for other purposes' (91 Stat. 1159, as amended) [42 U.S.C. 4368b; 48 U.S.C. 1469a], to the Trust Territory of the Pacific Islands, American Samoa, Guam, the Northern Mariana Islands or the Virgin Islands, the Administrator of the Environmental Protection Agency may, in his discretion, adjust or otherwise modify maintenance or level of effort requirements."

The table below lists the classification updates, since Jan. 3, 2012, for this section. Updates to a broader range of sections may be found at the update page for containing chapter, title, etc.

The most recent Classification Table update that we have noticed was Tuesday, October 23, 2012

An empty table indicates that we see no relevant changes listed in the classification tables. If you suspect that our system may be missing something, please double-check with the [Office of the Law Revision Counsel](#).

#### How To Use

48 USC § 1469A (Insular Areas)

**IMPORTANT!!!**

FMNP recipients are limited to a first come first served basis.

The WIC FMNP coupons are issued one time only. If they are lost, stolen or misplaced, they can not be replaced.

The WIC FMNP coupons may only be accepted and redeemed by a FMNP authorized farmer.

WIC recipients must use the coupons within the period of the WIC FMNP operations.

**WIC FMNP Benefits**

**Benefits WIC Recipients**

WIC Recipients with an opportunity to improve their health by eating more nutritious fresh fruits and vegetables.

Introduces WIC FMNP families to farmers' markets and teaches them to select and prepare a wide variety of locally grown produce.

**Benefits Family Farms**

Supports local agriculture by increasing sales at farmers' markets, where groups of farmers sell directly to consumers.

Promotes expansions and diversification of family farms by stimulating the production of fresh fruits and vegetables.

**Benefits Communities**

Helps revitalize downtown areas by supporting the farmers' market as an activity that benefits the entire community.

Promotes the development of farmers markets to communities lacking access to fresh produce.

**Fruits & Vegetables Can...**

- Give you energy,
- Give you vitamins, minerals and dietary fiber,
- Lower your chances of getting cancer or heart disease,
- Add color, flavor and variety to meals and snacks,
- Be low in calories and naturally fat free

2017 Participating Authorized Farmers	
No.	Name of Farmer
1	William C. McDonald
2	Joseph N. Salas
3	Arlene G. Tamashiro
4	Marilyn C. Salas
5	Estrellita B. Munoz
6	Elpidio D. Granil
7	Lida G. Lumampao
8	Grow Guam Fresh, Inc.
9	Consolacion U. Pere
10	Thomas S.A. Torres
11	Ernest S. Wusstig
12	Vicente C. Meno

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

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To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

**mail:**

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410

**fax:**

(202) 690-7442

**email:**

[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**Department of Public Health  
and Social Services  
The Special Supplemental Nutrition Program  
for Women, Infants and Children  
Guam WIC Program**

**Farmers' Market Nutrition  
Program (FMNP)  
Information Pamphlet and  
Schedule**



The pamphlet features the Department of Public Health and Social Services logo and the Guam WIC Program logo. It includes an illustration of a woman at a farmers market stall. The main title is "FARMERS' MARKET NUTRITION PROGRAM (FMNP)" in green, with "Authorized Farmers" in red below it. A white box contains the text "We Gladly Accept FMNP Coupons & CVVs Here" in blue. At the bottom, "FMNP" is written in large green letters. Small text at the bottom of the pamphlet provides information about the program's funding and contact details.

**“EATING FRESH FRUITS AND VEGETABLES  
EVERYDAY MEANS HEALTHY”**

## What is the Guam WIC Farmers' Market Nutrition Program (FMNP)?

It's 100% federally funded program with two objectives:

- To provide resources to women and children who are nutritionally at risk in the form of fresh, nutritious, unprepared foods (such as fruits and vegetables) from farmers' markets; and
- To expand the awareness and use of farmers' markets and increase sales at such markets.

## How does the program work?

When a recipient of the WIC program (women and children) come in to a WIC clinic for a scheduled appointment during the FMNP period of operations, they will be provided with:

- Information about the WIC FMNP.
- List of authorized WIC FMNP farmers.
- Market schedules and locations.
- Educational materials on the benefits of WIC FMNP coupons.

The WIC FMNP recipient may then go to a WIC FMNP Farmers' Market sites, Roadside Stand and use the coupons to purchase fresh, nutritious locally grown fruits and vegetables from authorized farmers.

## Things to Remember:

- Your FMNP Coupons may be used only at Approved Farmers' Market sites and/or Roadside stands
- Look for farmers at the farmers' market site or roadside stand who display the poster that reads "**WE ACCEPT FMNP COUPONS AND CVVS HERE**" (as shown in front of the pamphlet)
- Bring your WIC ID and coupons
- Use your Farmers' Market coupons as soon as possible.
- Remember if you purchase items with your Farmers' Market coupons, change will not be given. Take some cash with you to the market. Each coupon is worth \$2.00 and farmers are NOT allowed to give change for a coupon. They will give you a coupon worth of produce, but if the food you want costs a little over \$2.00, it is better to pay the extra cash than waste part of a coupon.
- Choose well-colored fruits and vegetables that are firm, but not hard. Ask the farmer if you have any questions.
- Your FMNP coupons must be used by **September 15, 2017**
- ✓ **Be adventurous - try something new!**
- **HINT: Some of the best tasting fruits and vegetables are the least appealing to the eye**

## FARMERS' MARKET SITES SCHEDULE

**MON-WED-FRIDAY**  
8 am - 5 pm

DPHSS sites are closed  
on GOVGUAM Holidays

### NORTHERN

1) DPHSS Northern  
Dededo Public Health  
Center Parking lot  
(Call 635-7471/72)

### CENTRAL

2) DPHSS Mangilao  
Public Health Center  
Parking lot (Call 735-7180)

3) DPHSS Tiyan WIC  
Office front lawn  
(Call 475-0292)

4) Mangilao Flea Market  
Across Mayor's Office,  
Route 10. (Call 475-0292)

**TUESDAY NIGHT**  
6 pm — 8 pm

### SOUTHERN

5) Sagan Bisita, Route 2  
Next to Agat Mayor's  
Mayor's Office

**MONDAY, FRIDAY**  
10 am — 2 pm  
**AND**  
**WEDNESDAY Night**  
10 am — 9 pm

### CENTRAL

6) Hagatna, Route 1  
Marine Corps. Drive  
Chamorro Village  
(Tents/Shop in front of  
the main entrance.)

**SATURDAY & SUNDAY**  
6 am — 12 pm

### NORTHERN

7) Dededo Flea Market  
Route 1, Marine Corps Dr.  
Next to Dededo Payless  
Supermarket

## ROADSIDE STANDS SCHEDULE

### AGANA HEIGHTS

Agana Heights  
Mayor's Office  
Monday - Saturday  
Open 9 am - 6 pm

### AGAT

Agat Mayor's Office  
Monday - Friday/Sunday  
Open 9 am - 6 pm

### Barrigada

Route 16, In front of  
National Guard or across  
Barrigada Post Office  
Monday - Sunday  
Open 10 am - 6 pm

### INARAJAN

Route 4 Inalahan Way  
Next to Gef Pago  
Monday-Wed-Friday  
Open 8 am - 4 pm

**List of Eligible Fruits, Vegetables, and Herbs in the  
Guam Farmers' Market Nutrition Program**

<b>No.</b>	<b>Produce</b>	<b>No.</b>	<b>Produce</b>
1.	Atis	34.	Papaya (green)
2.	Avocado	35.	Papaya (ripe)
3.	Banana (cooking)	36.	Pechay
4.	Banana (eating)	37.	Pepino
5.	Banana (macao)	38.	Pineapple
6.	Banana (blossom)	39.	Pomelo
7.	*Basil (leaves)	40.	Potato (sweet)
8.	Bean Sprouts	41.	Pumpkin
9.	Bean (long)	42.	Pumpkin Tips
10.	Beans (tips)	43.	*Rosemary (leaves)
11.	Bittermelon (fruits)	44.	Santol
12.	Bittermelon (leaves)	45.	Sour Sap
13.	Breadfruit	46.	Squash (kalabasa)
14.	Calamansi	47.	Squash (patola)
15.	Cantaloupe	48.	Squash (zucchini)
16.	Chico	49.	Squash Tips
17.	*Chives	50.	Star Apple
18.	Corn (sweet)	51.	String Beans (leaves)
19.	Cucumber	52.	Singuelas
20.	Eggplant	53.	*Saluot (mint leaves)
21.	Ginger Root	54.	Tangerine
22.	Green Onions (scallions)	55.	Tapioca
23.	Guava	56.	Taro
24.	Hot Pepper (small)	57.	Taro Leaves
25.	Hot Pepper (leaves)	58.	Taro White
26.	Jack Fruit	59.	Tomato (cherry)
27.	KangKong	60.	Watermelon
28.	Legumes-Mature, dry in package (Ref. Final Food Package rule)	61.	Wing Beans
29.	Lemon	62.	White Potato (Ref. Final Food Package rule)
30.	Mango	63.	White Radish
31.	*Mint Leaves	64.	Yams (red)
32.	Okra	65.	Yams (white)
33.	Orange		

Above provided by John Borja, Chief of the Agricultural Development Services of the Guam  
Department of Agriculture

\* Ineligible items for purchase with Cash Value Voucher (CVV)