

**GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
PREVENTION EDUCATION AND COMMUNITY EMPOWERMENT PEACE
PARTNERSHIPS FOR SUCCESS
CONTRACTOR AGREEMENT**

GBHWC RFP 05-2015

COMMUNITY ACTION PLAN IMPLEMENTATION AND EVALUATION



THIS AGREEMENT is made between the Guam Behavioral Health and Wellness Center (hereinafter called GBHWC), and its Prevention and Training Branch, an agency of the government of Guam, whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and Guahan Academy Charter School (hereinafter called Contractor), a non-profit organization, whose office address is Suite 10, Castle Mall, University Avenue, Mangilao, Guam 96923

WHEREAS, GBHWC serves as the single state agency authority for mental health, substance abuse prevention and treatment services for the government of Guam, and encourages the development of public-private partnerships and collaboration in the development of school and community-based programs;

WHEREAS, GBHWC through the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention is the recipient of federal grant funds for its Guam PEACE Partnerships for Success program;

WHEREAS, GBHWC issued a Request for Proposals 05-2015 to seek qualified non-profit organizations to subgrant SAMHSA federal grant funds to in its Guam's PEACE Partnerships for Success program;

WHEREAS, Contractor submitted its proposal and was evaluated as one of the qualified non-profit organization to receive federal grant funds through GBHWC's Guam PEACE Partnerships for Success program;

WHEREAS, GBHWC and Contractor negotiated fair and reasonable cost and pricing in keeping with GBHWC's Guam PEACE Partnerships for Success program as set forth in Request for Proposals 05-2015.

NOW THEREFORE, GBHWC and Contractor, in consideration of mutual covenant hereinafter set forth, agree as follows:

I. INCORPORATION AND ORDER OF PRECEDENCE

Request for Proposal GBHWC #05-2015 and Contractor's proposal are incorporated by reference into this Agreement as if fully re-written herein, and are made part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. SAMHSA Notice of Grant Award Terms and Conditions for GBHWC's PEACE Partnerships for Success Project including, but not limited to the Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirements, then
2. Any contract amendments(s) in reverse chronological order; then
3. This Agreement itself; then
4. Request for Proposals GBHWC 05-2015; then
5. Contractor's Proposal Inclusive of All Signed Forms.

II. SCOPE OF WORK

Adhering to the Strategic Prevention Framework, Contractor agrees to:

1. Implement the submitted Community Action Plan, attached hereto and identified as Exhibit A. With guidance from the PEACE PFS Evaluator and staff, Contractor shall finalize an evaluation plan to evaluate all activities identified in the Community Action Plan capturing pertinent process and outcome measures. Collect and report process and outcome data measures as identified in the evaluation plan for reporting to the PEACE PFS Evaluator.
2. Participate in Partnerships for Success related training and technical assistance activities to build prevention capacity and readiness to implement prevention interventions and sustain positive outcomes.
3. Complete and submit bi-monthly and year-end reports to GBWHC documenting the Partnerships for Success and Community Action Plan work accomplished as well as challenges and lessons learned.
4. Contractor may not use these Federal Funds to pay for any lease beyond the project period; provide services to incarcerated populations; pay for the purchase or construction of any building or structure; provide residential or outpatient treatment services when the facility has not yet been acquired; pay for housing other than residential mental health and/or substance abuse treatment; provide inpatient treatment or hospital-based detoxification services; make direct payments (monetary payments such as cash or check) to individual to induce them to enter prevention or treatment services; make direct payments (monetary payments such as cash or check) to individual to encourage attendance and/or attainment of prevention or treatment goals; meals are generally unallowable; and pay for pharmacologies for HIV antiretroviral therapy, sexually transmitted diseases/sexually transmitted illnesses, TB, and hepatitis B and C, or for psychotropic drugs. Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug. Only allowable costs associated with the use of Federal Funds are permitted to fund evidence-based practices.

III. CONTRACT TERM

1. Initial Term.

The initial term of the contract shall begin upon the date the Governor approves the contract, as signified by his execution of the contract until September 30, 2016 (Initial Term). After the

Governor has approved the contract, GBHWC will issue a notice to proceed, or notify Contractor in some other manner that services are to begin.

The Initial Term is funded with federal grant Budget Period: September 30, 2015 – September 29, 2016; Project Period: September 30, 2013-September 29, 2018 federal funds.

2. Renewal Term.

Subject to the allocation, appropriation and availability of funds and the best interest of Guam, at the option of GBHWC, and as to the agreed negotiated compensation by GBHWC and Contractor, the contract may be renewed for two (2) additional one (1) Fiscal Year periods, FY 2017 and FY 2018 each being a (Renewal Term).

3. No Cost Extension – and Carry-Over Federal Funds.

Subject to the allocation, appropriation and availability of funds and the best interest of Guam, at the option of GBHWC, and in the event federal granting agency SAMHSA allows or awards additional no cost extension period and/or carry-over federal funds from the prior Budget Period, GBHWC may extend this Agreement in keeping with the federal grant terms and conditions.

IV. COMPENSATION

1. Subject to the appropriation, allocation, and availability of funds, GBWC will compensate Contractor for services performed pursuant to Section II. Scope of Work and the agreed to Community Action Plan/Budget set forth in more detail in Attachment A, attached hereto and incorporated herein as if fully rewritten for the Initial Term in the not to exceed amount of TWENTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$24,800.00) for the Initial Term.
2. The parties agree to negotiate in good faith as to compensation for any future Renewal Term.

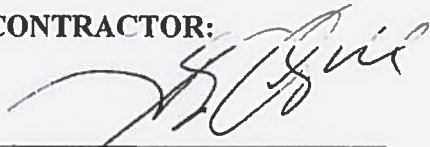
V. CONTRACTUAL TERMS AND CONDITIONS

1. Contractor agrees to comply with all applicable federal and Guam laws, regulations and GBHWC's PEACE Partnerships for Success program rules, and any future amendments to those laws, regulations and rules.
2. Contractor as part of its proposal to Request for Proposals 05-2015 has certified compliance and represented it will fully comply with SAMHSA Notice of Grant Award Terms and Conditions for GBHWC's PEACE Partnerships for Success Project including, but not limited to the Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirement, and other federal and Guam laws and regulations, as set forth in more detail Attachment B, attached hereto and incorporated herein as if fully re-written.

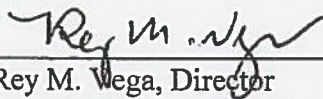
SIGNATURE PAGE FOLLOWS

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

CONTRACTOR:

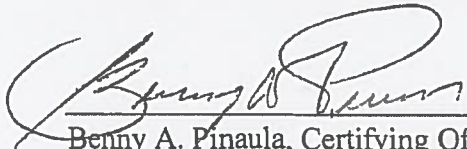

Fe Valencia-Ovalles, Chairwoman
Guahan Academy Charter School
Date: 3/21/16

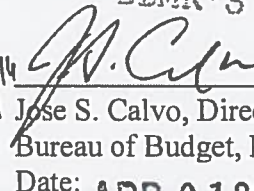
GOVERNMENT OF GUAM:


Rey M. Vega, Director
Guam Behavioral Health and Wellness Center
Date: 3/23/2016

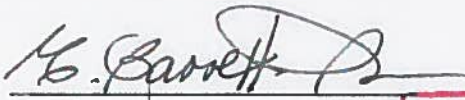
RECEIVED

CERTIFIED FUNDS AVAILABLE:

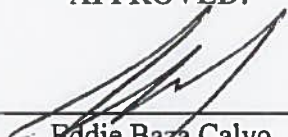

Benny A. Pinault, Certifying Officer
Date: 3/23/2016
Account No.: 5101H152310SE110230
Amount: \$24,800.00
Vendor No.: G0016588
Period Covering: ~~September 30, 2015~~ - September 29, 2016
April 1, 2016 04/14/16

APPROVED: 
Jose S. Calvo, Director
Bureau of Budget, Management Research
Date: APR 01 2016
MAR 24 2016
BDMR'S REVIEW
Bureau of Budget and Management Research

APPROVED AS TO LEGALITY AND FORM:


Elizabeth Barret-Anderson,
Attorney General of Guam
Date: 4/13/16
GBHWC 16-0216

APPROVED:


Eddie Baza Calvo
Governor of Guam
Date: APR 19 2016

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date 04/19/2016
Registered No. C160600810
Vendor No. G0016588
Registered By R 04/21/2016

GUAHAN ACADEMY CHARTER SCHOOL

P.O. Box CS, Hagatna, GU 96932

OFFICIAL PEACE GRANT FY16 REVISED BUDGET

CATEGORY	DESCRIPTION	RATE	1st Year Budget	REVISED Budget	
PERSONNEL					
Manager	Program Planning, implementation, development and evaluation & reporting	\$12.50/hr. At least 4 hrs/day	\$10,000.00 12/1/2015 to 9/30/2016	\$9,800.00	\$9,800.00
Bookkeeper	Bookkeeping - time sheets; invoices; check ledgers and issuance of checks	\$500/mo. Revised: \$300/mo.	\$5,000.00 12/1/2015 to 9/30/2016	\$1,900.00 4/2016 to 9/30/2016	\$1,900.00
Admin. Clerk	Admin. - record-keeping of all documents, reports Etc.	Added employee Bifurcated AA/ Bookkeeper position		\$1,150.00	\$1,150.00
TOTAL			\$15,000.00	\$12,850.00	
BENEFITS			0	0	0
SUPPLIES	<i>*General Office Use</i> (Rent, utilities-wifi/ cleaning/trash disposal)	\$500/mo.	\$5,500.00 11/1/2015 to 9/30/2016	\$3,000.00 April, 2016 - 9/30/2017	\$3,000.00
	<i>*Resources/Incentives</i> Focus Groups, Et al. Kits, Incentives - participants	\$10/participant 20 participants	\$800.00 75 participants	\$750.00	\$750.00
	<i>*EBPs Purchases for Curriculum</i> Trainer: T'Nel Mori Trainer: M. Reyes		\$360.00 \$944.00	\$1,304.00	\$1,304.00
	<i>*Supplies/Resources for meetings/activities</i>	\$100/mo.	\$1,000.00 10 months	\$600.00	\$600.00
	<i>*Ground Transportation</i> (Fuel Costs, etc.)	\$30/month	\$300.00 10 months	\$400.00	\$400.00
TOTAL			\$7,100.00	\$9,525.00	
CONTRACTUAL	<i>*Graphic Designer</i>	\$150/quarter	\$600.00	-0- \$200.00 Sept.	-0- \$200.00
	<i>*IT Technician</i>	\$150/quarter	\$600.00		
	<i>*Publication – PSA, Curr., Posters, Ads, Kits, Promotional items, etc.</i>		\$1,500.00	\$2,225.00	\$2,225.00
TOTAL			\$2,700.00	\$2,425.00	
GRANT TOTAL			\$24,800.00	\$24,800.00	\$24,800.00

I. OPERATIONS

A. PERSONNEL – (Budget Adjustment from \$15,000 to \$12,850)

Project Coordinator/Director: Marilyn Manibusan - No Compensation

The Project Director serves as the Point of Contact and the Coordinator between Guahan Academy Charter School and the Guam Behavioral Health and Wellness Center to implement Guam's 5-year PEACE (Prevention, Education and Community Empowerment) PLAN.

Ms. Manibusan is the Board Liaison and the Grants and Development Director for Guahan Academy Charter School (GACS) since 2013. She has also been the Project Coordinator for this PEACE Program since GACS became a PFS (Partnership for Success) Sub-Grantee. Ms. Manibusan was a former 6-term senator serving the people of Guam for 12 years and has been in public service in her many capacities.

Ms. Manibusan will be the person who will bring to this partnership the collaborative concurrences of the board and management the initiatives to be developed and implemented under this PEACE PROJECT to maintain a **Zero Tolerance Policy on Alcohol, tobacco and/or Other Drug Use** for both adults and students at the Charter School. She will be responsible for assessing the program needs, plan for the implementation of the program, develops a budget for review and approval and ensures that all staff performs their work accordingly, evaluates the staff performances and makes any changes in the compensation of personnel based on merit or work assignments. Ms. Manibusan is an unpaid personnel under this Grant.

Project Manager: O.J. Taitano - (Budget Adjustment: \$10,000 to \$9,800)

The Project Manager has a Master's Degree in Education with an emphasis on culturally responsible and culturally sensitive education approaches and a Bachelor's Degree in Social Sciences with a concentration in Education both from Ashford University in Clinton, Iowa. Mr. Taitano has over 12 years of experience in the education and human services field. He has worked in different capacities in the human services and education fields including Principal, Parent Advocate, Special Education Program Specialist, and life skills instructor. Mr. Taitano is the current High School Coordinator and Consulting Resource Teacher at Guahan Academy Charter School. Some of his current duties include the oversight and advocacy of the high school and special education programs. His other qualifications include California Alternative Performance Assessment Certification, Applied Behavior Analysis training, Discrete Trial Training Certification, Certified Family Wellness Instructor, Certified Relationship Intelligence Facilitator, and is an Authorized Provider of Psychoacoustic Training from Advanced Brain Technologies.

As the proposed Manager of this PEACE Grant, Mr. Taitano will be responsible for providing his expertise and experience in allocating resources to this important project and other relevant initiatives. He will be in charge of helping the Project Director in the program planning, implementation, development and evaluation. He will ensure that the goals and objectives are accomplished with the concurrence of the Project Director and with GACS's overall mission and vision in concert with the Community Action Plan.

Main Tasks and Responsibilities: The Project Manager assists the Project Director in the program planning and manages the overall program protocols of the PEACE Program in adherence to the scope of work indicated the Letters of Agreement for Phase I and II and the Community Action Plan. The following is a description of the basic tasks and responsibilities:

- Prepare and modify reports
- Conduct/Facilitate Focus Groups and Stakeholders Meetings and Training
- Collaborate with Program Director regarding planning and implementation of the Project
- Provide mentoring, coaching and direction to team members
- Attend most of the Program training scheduled seminars and other meetings with GBHWC

- Present oral and written reports for review by Program Director -- defining plans, challenges and resolutions to appropriate levels of management

The Project Manager reports to the Project Director who is the Grants and Development Director for review and approval of the program planning and implementation or any proposed modification to the Community Action Plan and/or budget.

Bookkeeper - Charlene Bitlaol (Budget Adjustment from \$5,000 to \$1,900)

Ms. Charlene Bitlaol is the Administrative Assistant in the Business and Finance Office of Guahan Academy Charter School. She has a Master's Degree in Public Administration from the University of Guam and a Bachelor of Science in Criminal Justice with a minor in Public Administration from the University of Guam as well. Prior to her employment with Guahan Academy Charter School, Ms. Bitlaol was maintaining budget and payroll records and facilitating over financials in Quikbooks.

Main Job and Responsibilities: The Bookkeeper is located at the Business and Finance Office in the Castle Mall Building, Mangilao. The following is a description of the basic tasks for which the Bookkeeper will be responsible for the following at an adjusted monthly compensation from \$500 to \$300.

- Ensure all contracts for all employees are executed and properly filed with Project Director and Administrative Clerk for record keeping
- Prepare the timesheets, invoices and Authorizations for Payment Vouchers for payment of personnel, purchase orders for procurement of supplies, etc. and other payables
- Maintain the check ledger of the Bank of Guam PEACE Grant Account and provide Monthly reports to Project Director and Project Manager for updates of Project Director's Grant Fund Summary and other reports
- Ensure that rent, and utilities are paid and supplies (paper, toner, etc.) are stocked and are readily available for use of the Project Manager and Project Director.
- Do other tasks when necessary and when requested by either Project Manager or Project Director

Administrative Clerk - Elway Ikeda (New Budget: \$1,150.00)

This position is a new position bifurcated from the bookkeeper position included in this FY16 budget. Mr. Ikeda is the Payroll/Administrative Clerk for Guahan Academy Charter School. He has a Bachelor's Degree in Political Science from the University of Guam. He has several prior experiences in the area of administration both in the executive level and the administrative level.

Main Job and Responsibilities: The Administrative Clerk is located at the Business and Finance Office in the Castle Mall Building, Mangilao. The following is a description of the basic tasks for which the Administrative Clerk will be responsible:

- Maintain the PEACE GRANT files and folders for proper record-keeping and documentation
- Act as liaison between Project Manager and others to answer inquiries and attempt to resolve potential "conflicts" when necessary and as directed by Project Manager
- Schedule and coordinate training sessions, meetings and appointments for the Project Manager and/or Project Director
- Develop agendas for meetings and recording of minutes, transcribing of minutes, and ensuring that minutes are approved and signed off by the Project Manager and Project Director for public dissemination
- Assist in the preparation of quarterly reports and any other reports prepared by the Project Manager

- Prepare inventory of all equipment and other fixed assets procured by this budget to be tagged by the IT staff and included in GACS Assets Management Profile

B. Benefits:

Not Applicable.

C. Travel: (Budgeted under Ground Transportation)

The Project Manager is budgeted for fuel costs when travelling to conduct focus groups with students between two campuses, attend trainings and meetings conducted by PEACE office, meetings with stakeholders and other travelling necessary to perform other services.

D. Supplies, Equipment and Other: (Budget adjustment from \$7,100 to \$9,525 with reprogramming on certain categories as indicated.)

Facility Use

An amount of \$500 was budgeted for the use of the Mangilao facility located at the Castle Mall building to include but not limited to utilities, bathroom use, wifi availability, storage for files and folders, use of a cabinet with lock and key to secure PEACE materials and supplies, trash disposal, cleaning, etc. The facility will be used as the PEACE office site for administrative activities and for trainings, meetings and other activities that the school needs to implement its community action plan.

Since the budget was a 10-month budget cycle instead of an annual budget, the monthly rental is reduced to \$3,000 for FY16.

Resources and Incentives

We have budgeted for an initial twenty (20) participants x \$10 for incentives x 4 meetings a year. The incentives will be purchased items (USB drives, member kits, special resources, etc.) that will be issued out to participants who will attend the 4 meetings/focus groups. The incentives will also be used to reward participants of the photovoice who will demonstrate and display effective work quality – series of pictures that speak against the use and distribution of tobacco and alcohol within the school and also the community-at-large in Guam. All photovoice participants will receive incentives from the budgeted amount.

We have identified about 75 participants and the budget is adjusted for several incentives from \$800 to \$4,221 for this fiscal year.

We have purchased the curriculum and compensated our trainers, Ms. Mamaling Reyes and Mr. T'Nel Mori, for the (1) Safe Talk Program; (2) Brief Tobacco Cessation Program; (3) Relationship Intelligence Program; (4) Family Wellness Program; and (5) GONA (local adaptation). This was additional expenditure of \$1,304.00.

Supplies and Resources

An initial amount of \$100 a month is budgeted for all office supplies needed for administrative work in the preparation of all business and finance reports, timesheets, checks, printing of agendas and other necessary paperwork, including but not limited to reams of paper, pencils, pens, erasers, markers, paper clips, rubber bands, paper clamps, folders for filing paper work, toner for printer, etc. However, only about \$600.00 is reprogrammed to be spent under this category.

Ground Transportation

A budget of \$30/a month is identified to accommodate the travelling of the Project Manager, the Project Director and other staff to attend meetings, trainings, and PEACE activities and for the Administrative Assistant to deliver PEACE documents/materials as directed by the Project Manager and/or the Project Director. There were more meetings, travelling which occurred under this category, and a reprogramming of the budget in the total amount of \$696 is projected to be expended for FY16 under this category.

E. CONTRACTUAL (Budget adjustment from \$2,700 to \$2,425)

Graphic Artist – Budgeted But Not Utilized for FY16

A Graphic Artist is required to prepare the posters and flyers and other multi-media projects, including a link in GACS website to showcase and calendar upcoming events and for mass social media publication. A budget of \$150 every quarter is allocated for this contractual service. The Graphic Artist will also be used for a video public announcement for television and radio ads as part of the ongoing GACS Campaign against alcohol and tobacco use and abuse.

IT Technician (Budget Adjustment: \$200 for September)

A new IT staff was recently hired and we will procure his services only for the month of September at \$200 to prepare a link for PEACE on website.

Publications, Posters, Ads, Public Service Announcements and Media Advertisements, Etc. (Budget Adjustment from \$1,500 to \$2,225)

This is a unique curriculum being developed to be used for classroom instruction regarding GACS continuing campaign to raise awareness regarding the elements and effects of alcohol and tobacco use and abuse. The **“Preventive Curriculum” Class Set** will be printed and bound as GACS Instructional Resource for our students.

II. Separate PEACE BANK ACCOUNT

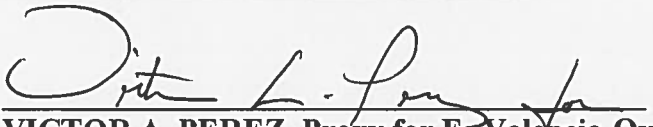
Guahan Academy Charter School has a separate and distinct bank account under the name PEACE GRANT since the Phase I award and continues to deposit all grant budget allotments in this bank account and is audit ready.

III. Tracking and Reporting

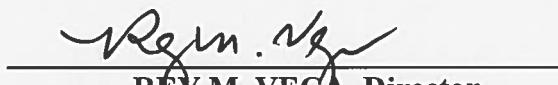
Guahan Academy Charter School’s Grants and Development Office will be handling the financial activities under this Grant Award. The employment of part-time services of an Administrative Assistant/Bookkeeper ensures that record-keeping will be properly kept to facilitate on all reports required under this Grant Award.

Guahan Academy Charter School Board of Trustees also has an adopted Records Management, Retention and Disposition Policy guiding employees in the importance of an accurate and efficient record-keeping practices.

AS MUTUALLY AGREED UPON BY:



VICTOR A. PEREZ, Proxy for Fe Valencia-Ovalles
Chairperson, Board of Trustees
Guahan Academy Charter School
Date: 8/25/16



REY M. VEGA, Director
Guam Behavioral Health & Wellness
Date: 8/25/16



PROXY FORM FOR VOTING AT MEETINGS

According to its enabling corporate documents, all members of the GUAHAN ACADEMY CHARTER SCHOOL Board of Trustees have the right to vote at Board Meetings and any other meetings where a vote is held.

If a Member is unable to attend, the Member may complete the Proxy Form below, or a similar document with the same information, to authorize another Member to vote on the absent Member's behalf.

I, FE VALENCIA-OVALLES, certify that I am a member of the Board of Trustees in good standing with the Guahan Academy Charter School. I will be off island from August 23, 2016, to 15 September 2016.

I hereby give my proxy to Trustee VICTOR A. PEREZ as my proxy holder to attend any and all committee meetings during my absence.

The proxy holder named has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution. I authorize and instruct my proxy to use his best judgment on all matters which properly come before all committee meetings for a vote and for which a general power may be used.

This proxy also replaces any and all proxies I may have issued prior to the date this proxy was signed.


FE VALENCIA-OVALLES

Dated: August 22, 2016.



PROXY FORM FOR VOTING AT MEETINGS

According to its enabling corporate documents, all members of the GUAHAN ACADEMY CHARTER SCHOOL Board of Trustees have the right to vote at Board Meetings and any other meetings where a vote is held.

If a Member is unable to attend, the Member may complete the Proxy Form below, or a similar document with the same information, to authorize another Member to vote on the absent Member's behalf.

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I hereby give my proxy to Trustee VICTOR A. PEREZ as my proxy holder to attend any and all committee meetings during my absence.

The proxy holder named has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution. I authorize and instruct my proxy to use his best judgment on all matters which properly come before all committee meetings for a vote and for which a general power may be used.

This proxy also replaces any and all proxies I may have issued prior to the date this proxy was signed.


FE VALENCIA-OVALLES

Dated: August 22, 2016.

ATTACHMENT A

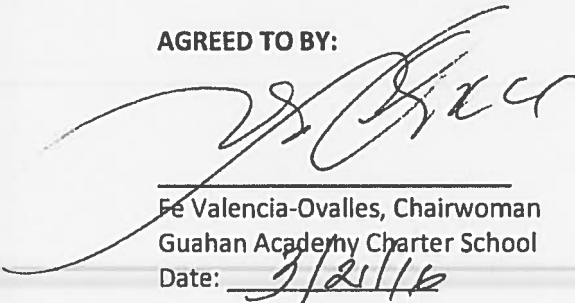
GBHWC and Guahan Academy Charter School

GBHWC RFP 05-2015

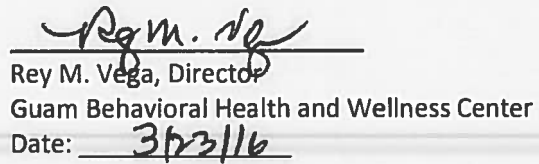
Subject to the appropriation, allocation, and availability of funds GBHWC will compensate Contractor for services performed pursuant to Section II Scope of Work, and the agreed staffing pattern and cost and pricing labeled as A2 through A26 attached hereto, for the full term of the contract, in the total annual not to exceed amount of Twenty-four Thousand Eight Hundred Dollars (\$24,800.00) for the Initial Term.

Compensation is agreed to be negotiated in good faith fiscal year by fiscal year based on the federal funds that are received.

AGREED TO BY:



Fe Valencia-Ovalles, Chairwoman
Guahan Academy Charter School
Date: 3/25/16



Rey M. Vega, Director
Guam Behavioral Health and Wellness Center
Date: 3/23/16

BUDGET FOR RFP NO. GBHWC-05-2015

GUAHAN ACADEMY CHARTER SCHOOL

P.O. Box CS, Hagatna, GU 96932

CATEGORY	DESCRIPTION	RATE	1st Year FY 16 Budget	2nd Year FY17 Budget	3rd Year FY18 Budget	TOTAL
PERSONNEL						
Manager	Assisting Director in program planning, and initiating the implementation, development, evaluation & reporting	\$12.50/hr. 4 hrs/day \$1,000/mo.	\$10,000.00 12/1/15 to 9/30/16	\$12,000.00 10/1/16 to 9/30/17	\$12,000.00 10/1/17 to 9/30/18	\$34,000.00
AA/Bookkeeper	Admin. Work - record keeping; supply clerk; grant disbursements recorded; timesheets & budget compliances	\$500/mo.	\$5,000.00 12/1/15 to 9/30/16	\$6,000.00 10/1/16 to 9/30/17	\$6,000.00 10/1/17 to 9/30/18	\$17,000.00
TOTAL			\$15,000.00	\$18,000.00	\$18,000.00	
BENEFITS			0	0	0	0
TOTAL			0	0	0	0
SUPPLIES	<i>*General Office Use</i> (Rent, utilities-wifi/ cleaning/trash disposal)	\$500/mo.	\$5,000.00 12/1/15 to 9/30/2016	\$6,000.00 10/1/16 to 9/30/17	\$6,000.00 10/1/17 to 9/30/18	\$17,000.00
	<i>*Resources/Incentives</i> for Focus Groups and Stakeholder meetings	\$10/ea 20 participants 4 events/yr	\$800.00	\$800.00	\$800.00	\$2,400.00
	<i>*Supplies/Resources for</i> meetings and activities	\$100/mo.	\$1,000.00 10 mos.	\$1,200.00 12 mos.	\$1,200.00 12 mos.	\$3,400.00
	<i>*Ground Transportation</i> (Fuel Costs, etc.)	\$30/month	\$300.00 10 mos.	\$360.00 12 mos.	\$360.00 12 mos.	\$1,020.00
TOTAL			\$7,100.00	\$8,360.00	\$8,360.00	
CONTRACTUAL	<i>*Graphic Designer</i>	\$150/quarter	\$600.00	\$600.00	\$600.00	\$1,800.00
	<i>*IT Technician</i>	\$150/quarter	\$600.00	\$600.00	\$600.00	\$1,800.00
	<i>*Publication - Preventive</i>		\$1,500.00			\$1,500.00
	<i>Curriculum Class Set</i> Teacher's Edition plus Students (35) and posters/flyers					
TOTAL			\$2,700.00	\$1,200.00	\$1,200.00	
GRANT TOTAL			\$24,800.00	\$27,560.00	\$27,560.00	\$79,920.00

INITIAL:
 CONTRACTOR DATE:
 CONTRACTOR DATE:
 3/23/16

A. Personnel

Project Manager – O.J. Taitano

Main Tasks and Responsibilities: The Project Manager assists the Project Director in the program planning and manages the overall program protocols of the PEACE Program in adherence to the scope of work indicated the Letters of Agreement for Phase I and II and the Community Action Plan. The following is a description of the basic tasks and responsibilities:

- Prepare and modify reports
- Conduct/Facilitate Focus Groups and Stakeholders Meetings and Training
- Collaborate with Program Director regarding planning and implementation of the Project
- Provide mentoring, coaching and direction to team members
- Attend most of the Program training scheduled seminars and other meetings with GBHWC
- Present oral and written reports for review by Program Director -- defining plans, challenges and resolutions to appropriate levels of management

The Project Manager reports to the Project Director who is the Grants and Development Director for review and approval of the program planning and implementation or any proposed modification to the Community Action Plan and/or budget.

Administrative Assistant/Bookkeeper - Charlene Bitlao

Main Job and Responsibilities: The Administrative Assistant/Bookkeeper is located at the Business and Finance Office in the Castle Mall Building, Mangilao. The following is a description of the basic tasks for which the Administrative Assistant/Bookkeeper will be responsible:

- Maintain the PEACE GRANT files and folders for proper record-keeping and documentation
- Schedule and coordinate training sessions, meetings and appointments for the Project Manager and/or Project Director
- Develop agendas for meetings and recording of minutes, transcribing of minutes, and ensuring that minutes are approved and signed off by the Project Manager and Project Director for public dissemination
- Act as liaison between Project Manager and others to answer inquiries and attempt to resolve potential "conflicts" when necessary and as directed by Project Manager
- Assist in the preparation of quarterly reports and any other reports prepared by the Project Manager
- Prepare the timesheets, invoices and Authorizations for Payment Vouchers for payment of personnel and purchase orders for procurement of supplies, etc.

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- Prepare inventory of all equipment and other fixed assets procured by this budget to be tagged by the IT staff and included in GACS Assets Management Profile
- Ensure that rent, and utilities are paid and supplies (paper, toner, etc.) are stocked and are readily available for use of the Project Manager and Project Director.
- Do general clerical and administrative tasks when necessary and when requested by either Project Manager or Project Director

B. Benefits:
Not Applicable

C. Travel:
The Project Manager is budgeted for fuel costs when travelling to conduct focus groups with students between two campuses, attend trainings and meetings conducted by PEACE office, meetings with stakeholders and other travelling necessary to perform other services.

D. Supplies, Equipment and Other:

Facility Use

An amount of \$500 was budgeted for the use of the Mangilao facility located at the Castle Mall building to include but not limited to utilities, bathroom use, wifi availability, storage for files and folders, use of a cabinet with lock and key to secure PEACE materials and supplies, trash disposal, cleaning, etc. The facility will be used as the PEACE office site for administrative activities and for trainings, meetings and other activities that the school needs to implement its community action plan.

Resources and Incentives

Twenty (20) participants x \$10 for incentives x 4 meetings a year. The incentives will be purchased items (USB drives, folders, bumper stickers, etc.) that will be issued out to participants who will attend the 4 meetings/focus groups. The incentives will also be used to reward participants of the photovoice who will demonstrate and display effective work quality – series of pictures that speak against the use and distribution of tobacco and alcohol within the school and also the community-at-large in Guam. All photovoice participants will receive incentives from the budgeted amount.

Supplies and Resources

The amount of \$100 a month is budgeted for all office supplies needed for administrative work in the preparation of all business and finance reports, timesheets, checks, printing of agendas and other necessary paperwork, including but not limited to reams of paper, pencils, pens, erasers, markers, paper clips, rubber bands, paper clamps, folders for filing paper work, toner for printer, etc.

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Ground Transportation

To accommodate the travelling of the Project Manager to attend meetings, trainings, and PEACE activities and for the Administrative Assistant to deliver PEACE documents/materials as directed by the Project Manager and/or the Project Director, a budget of \$30 a month is allocated for gas voucher for the ongoing work of GACS PEACEPROJECT Phase III for the ensuing three (3) years.

E. CONTRACTUAL

Graphic Artist

A Graphic Artist is required to prepare the posters and flyers and other multi-media projects, including a link in GACS website to showcase and calendar upcoming events and for mass social media publication. A budget of \$150 every quarter is allocated for this contractual service. The Graphic Artist will also be used for a video public announcement for television and radio ads as part of the ongoing GACS Campaign against alcohol and tobacco use and abuse.

IT Technician

A quarterly budget of \$150 is allocated for the contractual service of GACS IT technician for troubleshooting any internet connectivity problems, tagging procured equipment, and other communication problems at the PEACE site, even with laptop, printer, etc.

Publication of "Preventive Curriculum" Class Set

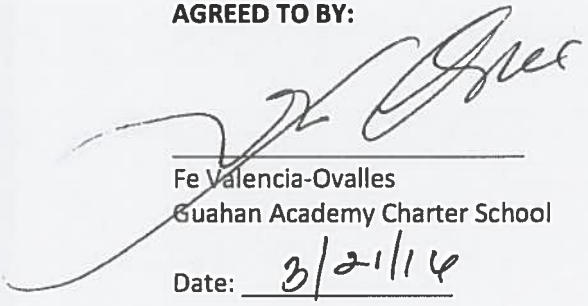
This is a unique curriculum being developed to be used for classroom instruction regarding GACS continuing campaign to raise awareness regarding the elements and effects of alcohol and tobacco use and abuse. The Curriculum developed will be an in-depth instructional resource – one designed specifically for the Teacher - and the Student Edition is tailor-made for the use of students at GACS for approximately 35 students.

The Curriculum will be printed and bound as GACS Instructional Resource for our students. The amount budgeted for the printing and binding cost is \$1,500.

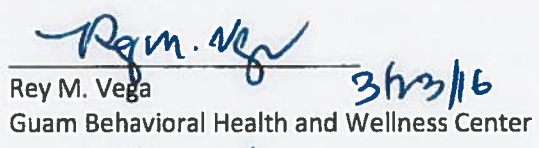
NOTE: GACS presents its budget for the next three years as part of the requirement under the Phase II of the PEACE GRANT. The budget presented are proposed costs for each activity and resource to be used by GACS and are subject to change if appropriate.

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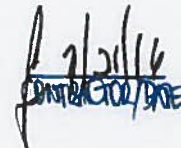



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Guahan Academy Charter School
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Guam Behavioral Health and Wellness Center
Date: 3/23/16

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PEACE Partnerships for Success
GUAHAN ACADEMY CHARTER SCHOOL
Community Action Plan, 2015-2018

November 16, 2015

GUAHAN ACADEMY CHARTER SCHOOL
P.O. Box CS
Hagatna, Guam 96932
Tel: (671) 979-1065 x3
info.gacsbot@gmail.com

This Community Action Plan was produced in partnership with Guam Behavioral Health and Wellness Center, Prevention and Training Branch. Funding made possible by the Partnerships for Success Grant # 1U79SP020157-02 from the Substance Abuse and Mental Health Services Administration (SAMHSA). The views expressed here do not necessarily reflect the views, opinions or policies of SAMHSA, nor does mention of trade names, commercial practices or organizations imply endorsement by the U.S. Government.

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INTRODUCTION and BACKGROUND

1. GUAHAN ACADEMY CHARTER SCHOOL'S COMMUNITY:

Guahan Academy Charter School incorporated as a nonprofit corporation under 501(c)(3) of the Internal Revenue Code pursuant to the provisions of P.L. 29-140 (Guam Academy Charter Schools Act of 2009). On November 5, 2010, Articles of Incorporation and Bylaws were filed with the Department of Revenue and Taxation, registering National Institute for Direct Instruction as the sole member. On May 24, 2013, the corporation filed its First Amended Articles and Bylaws after receiving its local funding in April 1, 2013, reflecting Guam residents as new Board of Trustees.

Mission:

"The mission of our charter is (1) to utilize an empirically validated curriculum to maximize our students' academic achievements, (2) to provide an integrated curriculum that provides instruction in the arts and sciences while integrating the use of technology and (3) to equip students with a well-rounded education that will prepare them to play a productive role in their community. It is our goal to design and implement an academic program that meets the needs of a wide range of learners, including academically accelerated students, as well as those who are at-risk of academic failure (i.e., exceptional learners, children who are homeless, English Language Learners, etc.). We will create a learning environment where diversity is celebrated through the studying of various cultures and civilizations, their art, music, customs and spiritual belief systems. The philosophy of our program will promote tolerance and acceptance of those who are different from us, instill in our students a sense of community and responsibility, and a realization that learning is a lifelong process."

Goals:

"It is the goal of the school to develop student's academic skills and accelerate their acquisition rates through the use of research-based practices and empirically validated curricula. However, the school will go beyond the pursuit of academic goals and seek to promote the social/emotional development of our students through the teaching of thinking skills, problem-solving strategies, anger-management techniques and social skills. The third major component of the curriculum will have the goal of developing interests in the cultural arts and leisure-time activities...."

Population Served:

The Guahan Academy Charter School provides educational and support services to island-wide students enrolled at Guam's first public charter school, kindergarten to 12th Grade:

SY2014-2015 – Official Student Enrollment : 600
SY2015-2016 – Official Student Enrollment: 604

Students enrolled in GACS come from all ethnic backgrounds.

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SY2014-2015		SY2014-2015	
ELEMENTARY	368	MIDDLE SCHOOL	152
Kindergarten	80	Sixth Grade	51
K-1	19	6A	26
K-2	21	6B	25
K-3	20	Seventh Grade	54
K-4	20	7A	28
First Grade	77	7B	26
1-A	16	Eighth Grade	47
1-B	22	8A	26
1-C	22	8B	21
1-D	17		
Second Grade	63	High School	80
2A	25	9A	18
2B	21	9B	20
2C	17		
Third Grade	49	Literacy Academy - 1	19
3A	24	Literacy Academy—2	23
3B	25		
Fourth Grade	52		
4A	26		
4B	26		
Fifth Grade	47		
5A	23		
5B	24		

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SPECIAL POPULATION		SY 2014-2015
Students with IEPs		30
English Language Learners		93
Eligible for Free and Reduced Lunch		Not Applicable (Not in Program)
GENDER		
Male		307
Female		293
ETHNICITY / RACE		
Chamorro		323
Chuukese		107
Filipino		36
Pohnpeian		16
Caucasian		11
Carolinian		10
Kosraen		4
Palauan		4
Yapese		3
Asian		3
Tongan		2
Marshallese		1
Tahitian		1
Kiribati		1
German		1
Not Specified		74

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These students come from all regions of the island and access to the charter school is made possible to all students via the Guam Department of Education's busing service.

VILLAGE	SUBTOTAL	TOTAL
Agana / Hagatna		101
Agana Heights		2
Agat		2
Asan		2
Barrigada		120
Barrigada Vicinity		
Barrigada Heights		
Chalan Pago		5
Dededo		74
Main Village		
Astumbo-Dededo		
Liguan Terrace-Dededo		
Machananao-Dededo	3	3
Santa Ana-Dededo		
Harmon		
Inarajan		6
Inarajan Vicinity		
Malojloj-Inarajan		
Latte Heights		1
Maina		1
Mangilao		50
Mangilao Vicinity		
Pagat-Mangilao		
Mongmong		9
M-T-M		
Piti		1
Santa Rita		1
Sinajana		9
Talofoto		6
Tamuning		70
Toto		8
Tumon		
Yigo		36
Yona		4
TOTAL		600
SCHOOL YEAR 2014-2015		

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RETENTION RATE TABLE

Grade	Seats Taken SY2013-2014	Did Not Return for SY2014-2015	Returning Students for SY2014-2015	Retention Rate (% of students returning into next grade level)	Seats Taken SY2014-2015	Lottery / Walk-In Wait List
K	81	6	75	93%	80	K 64
1	47	4	43	91%	77	1 29
2	44	1	43	98%	63	2 32
3	48	1	47	98%	49	3 23
4	40	11	29	73%	52	4 23
5	52	5	47	90%	47	5 24
6	58	11	47	81%	51	6 33
7	50	12	38	76%	54	7 28
8	50	10	40	80%	47	8 21
9					38	9 22
Lit. Acad.	45	10	35	78%	42	10 16
						11 5
						12 1
TOTAL	515	71	444		600	331

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SY2014-2015		SY2014-2015	
ELEMENTARY	373	MIDDLE SCHOOL	155
Kindergarten	72	Sixth Grade	50
First Grade	75	Seventh Grade	56
Second Grade	73	Eighth Grade	49
Third Grade	59	HIGH SCHOOL	76
Fourth Grade	46	Ninth Grade	40
Fifth Grade	48	Literacy Academy	36
TOTAL STUDENTS: 604		As of November 9, 2015	

Retention Rate - SY2015-2016: 85%

The Charter School ended SY2014-2015 with 536 and had 83 withdrawals when the school opened SY2015-2016. This means 453 students stayed back which is an 85% retention rate from last school year.

Some reasons why students withdrew from GACS are:

- Parents withdrawing their children when they leave employment of GACS.
- Leaving the island
- No sports program
- Desire for a different instructional program

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Policy Adopted: Guahan Academy Charter School adopted the Zero Tolerance Policy for Adults for the entire period of its charter (SY2013-2014 to SY2017-2018),

**ZERO TOLERANC POLICY FOR ADULTS
ON ALCOHOL, TOBACCO AND DRUG USE
SY2013-2014 to SY2017-2018**

Guahan Academy Charter School maintains a “Zero Tolerance Policy”. Students and adults at Guahan Academy Charter School while on school property or at a school-sponsored activity, SHALL NOT possess, use, transmit, buy, sell, supply or attempt to do so with a mood-altering chemical of any kind prior to or during the school day, at any school-sponsored activity or event or at any time while on school premises.

Definitions:

- 1) “Possession” includes, without limitation: holding in the hand, retention on the person or in purses, wallets, lockers, desks or any other personal possessions, or vehicles parked on school property or at-school functions.
- 2) “Use of mood-altering chemical” is defined as manifesting signs of chemical misuse such as staggering, reddened eyes, odor of chemicals, nervousness, restlessness, memory loss, abusive language, or any other behavior not normal for that particular person, or a preponderance of evidence that a person has used a mood-altering chemical
- 3) “Tobacco” includes any product containing tobacco or nicotine that is smoked, chewed, inhaled or placed against the gums.
- 4) “Mood-altering chemical” includes, without limitation, alcohol, marijuana, inhalants, ecstasy or other club drugs, depressants, stimulants, hallucinogens, narcotics, over-the-counter medications (including any over-the-counter medications containing pain relievers, any cough or cold medications, etc.). Prescription drugs are included in this, unless authorized by a medical prescription from a licensed physician and kept in the original container that states the person’s name and directions for proper use, according to school policy. This list is intended for example only and not as an “exclusive” list.
- 5) “Counterfeit” or look-alike drugs is any drug that bears, or whose container or label bears, a trademark, trade name or other identifying mark used without authorization of the owner of rights to such trademark, trade name or identifying mark.

We, administrators, faculty and staff of Guahan Academy Charter School acknowledge that use and abuse of alcohol and other mood-altering chemicals are wrong and harmful for any person.

We hereby abide by this policy to keep Guahan Academy Charter School a SAFE AND HEALTHY ENVIRONMENT free from any use of alcohol, tobacco and drugs. We pledge to uphold this policy, and also pledge to be exemplary mentors for our students.

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Services Provided:

Beyond the specialized instruction model used by the charter school, there are a wide array of support services and "extracurricular" activities available for students. Beyond the mastery and competency based design used by GACS, a culturally and developmentally responsible approach encompasses the educational team's efforts to capitalize on student strengths and abilities to promote the development of skills in other areas. Furthermore, the Personal/Professional Development Curriculum prepares GACS students with the inter-personal and problem-solving skills necessary to be successful and productive members of a multicultural community. Academic knowledge is not enough. Explicit instruction in thinking skills effectively increases an individual's proficiency in applying higher-order thinking strategies. The foundation of the thinking skills curriculum is integrated in all aspects of the literacy curriculum. Explicit instruction in thinking strategies (i.e., problem-solving, analyzing, planning, and conceptualizing) and behavioral skills (i.e., social skills, anger management skills, acculturation, and assimilation skills) is the focus of the Personal/Professional Development course. Other components of personal/professional development include: financial literacy, law related education, healthy lifestyles, and child development.

2. Resources, Partnerships, and Collaborations:

Funding:

Guahan Academy Charter School receives local funding from the Guam Government through a per pupil cost appropriation made to the Department of Education by the Guam Legislature. It also has received a start up grant for implementation from the U.S. Dept. of Education.

Additionally, Guam Department of Education has provided our current elementary and middle school campus in Tiyan, Guam. Further, additional funding is secured through fundraisers, donations, and sponsorships such as the Matson adopt-a-park initiative. It should also be noted that GACS is currently in the process of incorporating the nutritional program which will provide funding for meals on a reimbursement basis, and continues to seek capacity building opportunities.

Community Partners:

Guahan Academy continues to build on its partnerships and relationships with community entities. At the start of its third school year, GACS boasts a growing list of community partners to include: Serve Guam Commission (former GACS AmeriCorps program), Guma' Mami, Inc's summer internship program, the I - Recycle program, Guam Boy Scouts, Tarza Water Park, Island Girl Power, the Guam TRADES Academy, and the Interscholastic Athletic Association of Guam to name a few. A partnership is also be formed with Guam Community College to offer adult literacy classes at the Guahan Academy for parents of our students and the community at large.

"Extended" Curriculum:

Beyond our community partnerships and specialized instruction design, our team of professionals bring with them hundreds of years of combined experience working with students, families, and communities. Together with our board of trustees, we gain insight into the inner

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workings of all areas of education, human services, and business/marketing. Faculty and staff trainings beyond teaching certification include: Certified Family Wellness Instructor, Certified Active Relationship Instructor, Certified Safe Talk trainer, Certified Relationship Intelligence Instructor, CPR/First Aid, Non-violent Crisis Prevention and Intervention, Certified Tobacco Cessation Facilitator, Applied Suicide Intervention Skills Training, Applied Behavioral Analysis, Discrete Trail Testing, plus multiple trainings in curriculum, planning, assessments, and special populations.

Facilities:

Our main campus in Tiyán and our high school campus in Barrigada, Guam, allow for our team of experts to host daily instruction in a safe- learning conducive environment. All other activities and functions not suitable for the classroom or office setting are hosted in our cafeteria, court yard, or on the neighboring field. The make-up and design of our campus and support services office space provide for regulation "double lock and key" of confidential files and confidentiality when addressing student specific concerns. Also, GACS has a business office, meeting room, and large conference room located at the Castle Building in Mangilao. All our facilities are fitted to comfortably host students and conduct presentations and trainings.

3. The Planning Process:


Planning for this community action plan began with the dissemination of youth risk behavior surveys to our 5th grade to 11th grade population. Topics surveyed included tobacco use, alcohol use, marijuana use, suicidal ideations, and other risk factors that may have contributed to the risk taking behaviors. The results of the surveys were tabulated and analyzed to identify areas of concerns, as well as risk factors (i.e. easy access to alcohol) and protective factors (i.e. positive peer support). After reviewing the results of the survey, key topics were identified as areas of concern; tobacco use, alcohol use, and suicide.

Using the results of the survey, two focus groups were conducted with students between the ages of 13 and 16. Focus group topics centered around tobacco and alcohol. A total of 29 students participated in the focus groups. A few themes surfaced during the focus groups depicted below.

Data

160 students surveyed:

- a. 33% have smoked a cigarette
 - i. More than half of those who have smoked report trying to quit at least once
- b. 35% have drank alcohol
 - i. 13.22% of students have reported to have caused injury to others when drinking
- c. 23% of students have contemplated suicide
 - i. 22.5% have a plan on how to do it
 - ii. 12 students have been treated for poisoning or injury due to suicide attempt

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- iii. 37.5% of students report feeling hopeless
 - 1. 54.38% of all students did not share their thoughts or feelings with an adult.

29 students participated in the focus group:

After transcribing and analyzing the results of the focus groups, and comparing results to the survey administered, several themes have emerged.

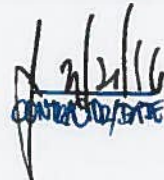
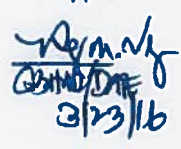
- a. Protective Factors
 - a. Friends are/can be a positive influence
 - b. Students seem to understand the health effects of tobacco and alcohol use.
 - c. 46.88% of students enjoy going to school
 - d. 35% agree that spirituality is important
 - e. Students feel that parents have a great influence on their children.
- b. Risk Factors
 - a. Easy access to alcohol and tobacco
 - b. High suicidal ideation percentage
 - c. Culturally acceptable (ok to smoke and drink)
 - d. Lack of parental involvement
 - 2. About 45% of students surveyed report that their parents have not attended any school or extracurricular functions for the child.

In considering the emerging themes and trends with comparison to survey results, a stakeholder meeting was held to narrow down and select specific areas of concern that will be addressed through this community action plan

4. Needs Assessment Summary:

Stakeholders were given an overview of the survey and focus group processes. After reviewing the results and extracting trends and themes, the stakeholders were tasked to select keys areas of concern to address. The identified areas selected were based on achievability, feasibility, and accessibility. That is, the team was to ensure that we would be able to complete and fully implement what we propose, that we would be able to make a measurable change with our capacity and budget, and that all stakeholders are given reasonable access to the services or can benefit from the outcomes.

The chosen priorities that will be addressed in this community action plan include the high rates of tobacco and alcohol use, the high rate of suicidal ideations, and the lack of parental involvement within our community. These selections were based, in part, on the identified risk factors and protective factors as listed above.

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Guahan Academy Charter School's Vision for PEACE Partnerships for Success

1. Our Vision:

Guahan Academy Charter School's vision for PEACE PFS is 'A school community that is empowered with the skills and knowledge needed to make health lifestyle choices and advocate for a healthier lifestyle for their families and the community at large.'

2. Our Mission:

Guahan Academy Charter School's mission for PEACE PFS is 'To implement a culturally responsible life skills program and school policies that foster the development skills and knowledge needed to make healthy and responsible decisions in a safe environment.'

3. Our PEACE Pillars for Success Priority(ies):

Guahan Academy Charter School has selected to focus on all five of the PEACE Pillars for success. These are:

- Youth empowerment
- Safe and Healthy Environments
- Effective Communication
- Strong Leadership
- Grassroots Engagement

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THE PLAN OF ACTIONS

1. What strategies/interventions will be implemented to accomplish the PEACE Pillars for Success and your goals and objectives?
What will you do step by step to implement your strategies and/or programs?

To complete the following matrix:

- 1) Define goals (What is the consumption/ consequence (problem) to be changed?).
- 2) Define objectives.
- 3) Select strategies, complete the application form (Appendix A) and the logic model to test the fit (Appendix B).
- 4) Complete other requested information in the matrix below.
- 5) Please modify the matrix as needed based on the numbers of goals and objectives you have identified. You can copy and paste the template below if you need more rows, you can also delete as needed.

GOAL 2: TO DECREASE INSTANCES OF TOBACCO AND ALCOHOL USE, AND INSTANCES OF SUICIDAL BEHAVIORS AMONGST OUR STUDENT POPULATION.

Strategies/Action Steps (What will you do?) Action Step #	Which Pillars for Success Strategy does this address?	Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Needed Resources and Support	Potential Barriers or Challenges
Compile a list of lessons and activities from evidence base curriculums as options to incorporate into a semester long course (lessons/sections from programs or programs in whole). Programs and Curriculums Identified:	Effective Communication	Program Manager/ Program Staff	December 2015	PEACE Office Trained and certified faculty and staff	Office space Meeting space	Identifying culturally appropriate-evidence based models

OBJECTIVE 1: To create a prevention-life skills course, addressing the perceived cultural acceptability of tobacco and alcohol and adding to the student understanding of health risks, to be taught at GACS middle school and high school by 2018.

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<ul style="list-style-type: none"> - Gathering of Pacific Islanders or GOPI (local adaptation of Gathering of native Americans or GONA) - Project Alert - Brief tobacco intervention and tobacco cessation - Family Wellness: Survival Skills for families - Safe Talk 									
<p>1.1.2</p>	<p>Pilot individual lessons within the classroom setting, disseminate evaluation surveys and adjust lessons as appropriate based on results and feedback</p>	<p>Empower Youth Effective Communication</p>	<p>Program Manager/ Teacher</p>	<p>January to May 2015</p>	<p>Teachers and support staff trained and certified instructors in life skills and prevention areas.</p>	<p>Student consumables Projector Laptop Projection Screen</p>	<p>Parental permission for different pilot lessons.</p>		
<p>1.1.3</p>	<p>Create a course guide with identified objectives and outcomes: Lesson Plans, activity guides, resources/instructional materials, student materials, teacher guide, etc.</p>	<p>Effective Communication Strong Leadership</p>	<p>Program Manager/ Program Staff</p>	<p>August 2015</p>	<p>Certified educators, access to prevention materials and resources</p>	<p>Office Space Meeting Space Consumable Supplies</p>	<p>Aligning lessons and activities to Common Core State Standards</p>		
<p>1.1.4</p>	<p>Enroll students in the life skills curriculum class (one semester long elective) NOTE: Part of the course will include the development of posters, public service videos and radio ads as well as other prevention/awareness campaign</p>	<p>Empower Youth</p>	<p>Program Manager/ Teacher</p>	<p>August 2015 (And every school semester)</p>	<p>Certified educators, access to prevention materials and resources</p>	<p>Student consumables</p>	<p>Parent permission to participate</p>		

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1.1.5	Conduct Annual Focus Group with student who have completed the course. Make changes to curriculum as needed.	Empower Youth Strong Leadership Effective Communication	Program Manager	May 2016 May 2017	Prevention and Education materials and resources	None at this time	Action item dependent on completion of about action steps.
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OBJECTIVE 2: To increase parental involvement of our student population from 45% to 75% by 2018

Strategies/Action Steps (What will you do?) Action Step #	Which Pillars for Success Strategy does this address?	Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Needed Resources and Support	Potential Barriers or Challenges
1.2.1 Design a parent support group to be hosted at the GACS campus weekly (prevention training and personal development opportunities to be offered to participants). - Gathering of Pacific Islanders - Family Wellness - Safe Talk 10 week revolving sessions for parents of students referred to student support for risk behaviors targeted. Pre and Post test to be administered parents as well as surveys to or focus groups of students to measure student	Strong Leadership Safe and Healthy Environments	Program Staff	January 2015	Facility Certified individuals	None	Parent facilitators/volunteers

INITIALS: *[Signature]* 1/22/16
 DATE: 1/23/16
 #21

1.2.2	perception of parental involvement.								
	Host a family event monthly other than a parent teacher conference and offer incentives for participation (open house, plays, fundraisers, etc.)	Strong Leadership Safe and Healthy Environments	Faculty/staff Program Staff	January 2015	Facility Access to students and families	Incentives for Participation	Identifying/funding Incentives		

INTRINSIC: 1/21/16
 42 mark
 3/23/16
 ADD
 3/23/16

2. Adherence to National Standards for Culturally and Linguistically Appropriate Services (CLAS)

The diverse population of the GACS community, including faculty and staff, requires a culturally sensitive approach to all processes within the organization. It should be noted that a college course in 'culture and education' or similar course is required as a component for degree in education and a required component for teacher certification.

Translation/interpretation services are available for most primary languages spoken in our student's homes (i.e. FSM languages, Chamorro, Philippine Dialects, and Japanese). Translation/Interpretation services could also be acquired through governmental entities as needed to ensure compliance with local laws to provide said services.

In reference to the action plan implementation, we capitalize on the protective factor of parents having great influence on their children. Increasing parental involvement will help link cultural practices at home into school activities. Furthermore, the life skills course will be infused with local cultural references and family activities. These activities will allow students to use their cultural traditions (gatherings, celebrations, rituals, etc.) as opportunities to share what they have experienced in school and advocate for a healthier lifestyle for their families. In doing this, the students are also given the opportunity to celebrate their cultures as they share their experiences (homework) with their peers.

The program manager who will oversee the implementation of this project holds a Master's Degree in Culturally Responsible Education, and is a certified trainer of the Gathering of Pacific Islanders or GOPI (local adaptation of GONA). Program manager will ensure that language and cultural differences do not become barriers to benefitting from this community action plan. This will be accomplished, in part, by training teachers and facilitators in the GOPI processes; skills and techniques to adapt lessons and activities to become culturally responsible.

3. Communication Plan

A communication plan continues to be developed based on the results of piloted lessons and activities. Upon the completion of the proposed prevention-life skills course, detailed operational procedure and formally adopted communication plan will be set in place. Currently, in the areas of communication, the project will adhere to the GACS communication guidelines.

4. Sustainability

The creation of the life skills curriculum, and the certification of more faculty in the different areas addressed in the course, will ensure that the community benefit of the action plan will be available and easily implemented as a recognized elective course offered at GACS. Furthermore, the parent support group will be absorbed as one of our student support services and will become an activity hosted and promoted by our Parent Teacher Organization (PTO).

Furthermore, staff will be cross-trained and certified in different areas in an effort to further build organizational capacity and ensure continuity of project if in the event there is a change in administration or key personnel. GACS will continue to capitalize in "training for trainers" opportunities as reasonable.

INITIALS: *[Signature]* 3/23/16
CONTRACTOR DATE
A03
3/23/16

EVALUATION

Please consider the following questions:

- How will your organization and community know that the strategies/interventions implemented accomplish your goals and objectives?
- How will you know what works and does not work? What to change, to keep or strengthen?
- What outcomes do you expect to see if the strategy is effective?
- How do you intend to measure the success of the strategy?

1. PROCESS

EVALUATION INDICATORS AND DATA SOURCES				
PROCESS - What should you see to know these strategies were implemented well?				
Indicators	Data sources/Method	Frequency	Who is responsible?	
<p>What measure will tell us what we want to know?</p> <p>Number of active collaborators/partners supporting the sub-recipient's comprehensive prevention approach.</p> <p>Number of people reached by IOM category (universal, selected, indicated) and demographic group.</p>	<p>Where/How will the data be collected?</p> <p>Attendance in classroom</p> <p>Sign-in sheets at meetings (GACS Campus).</p> <p>Sign in sheets at monthly family events.</p>	<p>When will the data be collected?</p> <p>Daily/as offered and reported monthly.</p> <p>Per meeting/gathering</p>	<p>Teacher</p> <p>Program Manager</p>	
<p>Activities and interventions</p> <p>Number of evidence-based programs, policies, and/or practices implemented by sub-recipients.</p> <p>Number of prevention activities at the sub-recipient level that are supported by collaboration and leveraging of funding streams.</p>	<p>Completed lessons and guides.</p> <p>Number of youth and parents who have been trained/certified in prevention areas.</p>	<p>Data will be collected on an ongoing basis and cumulative data will be reported monthly.</p>	<p>Program Manager</p> <p>Program Staff</p>	

Initials: *[Signature]*
 Request: *[Signature]*
 3/23/16

EVALUATION INDICATORS AND DATA SOURCES

PROCESS - What should you see to know these strategies were implemented well?

Indicators	What measure will tell us what we want to know?	Data sources/Method	Frequency	Who is responsible?
Increased Access to Services	Number of culturally competent evidence-based programs offering prevention or cessation services for tobacco and alcohol.	Needs Assessment Report and updates (Progress reports)	Monthly	Program Manager
Increased Access to Services	Number of persons served by age, gender, race and ethnicity in various settings.	Instruments developed by Evaluator/SEOW for each setting- specific activity: registration form, sign-up sheets.	On-going, at every activity	Program Manager PEACE Program Evaluator

2. OUTCOMES

EVALUATION INDICATORS AND DATA SOURCES

OUTCOMES - What are the indicators of progress on targeted objectives?

Indicators	What measure will tell us what we want to know?	Data sources/Method	Frequency	Who is responsible?
OBJECTIVE 1: To create a prevention-life skills course, addressing the perceived cultural acceptability of tobacco and alcohol and adding	Number of lessons and final creation of course curriculum. Number of students completing lessons (enrolling for course after August 2016)	Production and implementation of lessons/full course (attendance log/sign in sheets)	Start of very Semester beginning August 2016	Program Manager/Program Staff

INITIALS: [Signature] 2/23/16
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 A-25
 3/23/16

ATTACHMENT B

GBHWC and Guahan Academy Charter School

GBHWC RFP 05-2015

Contractor shall abide by the GBHWC Government of Guam – Additional Contractual Terms and Conditions – Cost Reimbursement Contracts and Federal Grant Fund Certifications and Assurances forms attached hereto as stipulated and required by GBHWC in its application and receipt of these federal funds.

Contractor agrees to abide by the other forms completed, signed and submitted with their proposal but not attached to this contract. These forms are:

- Disclosure Affidavit
- Non-Collusion Affidavit
- No Gratuities or Kickbacks Affidavit
- Ethical Standards Affidavit
- Declaration re Compliance with U.S. DOL Wage Determination
- Affidavit re Contingent Fees
- Civil Rights Requirements
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Limited English Proficiency Certification
- Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170
- Certification Regarding Environmental Tobacco Smoke
- Compliance with Federal Financial Accountability Transparency Act
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al.

Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

GBHWC Government of Guam – Additional Contractual Terms and Conditions- Cost
Reimbursement Contracts

Partner/Subrecipient/ Sub Grantee (herein "offerors", "contractors", "service providers") agree to the following contractual terms and conditions as part of any contract entered into in this procurement.

**ADDITIONAL CONTRACTUAL TERMS AND CONDITIONS PROFESSIONAL SERVICES-
COST REIMBURSEMENT CONTRACTS**

The following clauses utilize the generic term "the contractor" to refer to potential offerors, offerors, contractors, vendors, service providers or any other name used in the procurement as to the individual(s) or entity that is in receipt of the solicitation or awarded the contract in the procurement. The generic term "the government of Guam" is used to reference the departments, agencies, boards, officers and employees of the government of Guam. The generic term "this contract" is used to refer to the procurement, the agreement, the collective documents that are part of the procurement, i.e. the request for proposal, the proposal, the agreed cost estimate, the signed forms, the certification and assurance forms, and any other documents identified by the parties.

In event the contractor discovers any ambiguity or inconsistency with the terms below and the solicitation documents the contractor must raise the issue to the head of the Purchasing Agency in writing prior to submitting its proposal, and during any applicable question submittal period that may be designated in the request for proposal. In the event there is to be a modification of a term in the Additional Terms and Conditions it will be done through the amendment of the request for proposal process.

A. GENERAL REQUIREMENTS:

This procurement is subject to all applicable federal and Guam laws and regulations.

The government of Guam Procurement Laws and Regulations shall govern the validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties. The Guam Procurement Laws are available at the Office of Complier's website <http://www.guamcourts.org/CompilerofLaws/index.html> as part of the 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Complier's website 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.guamopa.com/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration General Service Agency <http://bit.guam.gov/> all have useful procurement information and forms.

The contractor expressly consents to the jurisdiction of Guam and to the venue of the courts on Guam with respect to any and all claims which may arise by reason of this contract, and waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

The materials and services under this contract shall comply with all applicable federal and Guam laws and regulations and the contractor shall maintain all licenses and permits. In the event the contract sets forth key personnel positions of stated experiences and training and it is part of the compliance requirements of the contract, the contractor agrees to maintain those individuals and or positions at all times pertinent to the contract.

The contractor warrants it is current with all Guam taxes, (Income Tax; Business Privilege Tax; Real Property Tax; Hotel Occupancy Tax, Tax Withholding; Use Taxes; etc.)

B. TERM -INITIAL CONTRACT PERIOD AND OPTION(S) FOR RENEWAL:

The term of this contract includes an Initial contract period and at the government of Guam's option, a renewal or renewal contract periods. The term and any renewal term(s) of this contract are subject to the availability of funding, and satisfactory performance by the contractor. All representations and warranties made by the contractor under this contract, including but not limited to the intellectual property indemnification, confidentiality, record retention and access shall survive any expiration or termination of this contract. Additionally if federal grant funds are part of this contract, and there is any recoupment or recapture of funds expended by the federal government related to the contract requirements that are the contractor's obligations, the government of Guam expressly reserves the right to offset, and recoup said funds from the contractor.

C. PRICE-MULTI-YEAR:

The annual cost reimbursement budget amount or other pricing offered by the contractor shall remain the same in the initial contract term and all subsequent renewal terms except as otherwise provided in the contract terms and conditions.

D. ETHICAL STANDARDS:

With respect to this procurement and any other contract that the contractor may have, or wish to enter into, with the government of Guam, 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 in any of the Guam Procurement Regulations.

E. PROHIBITION AGAINST GRATUITIES AND KICKBACKS:

With respect to this procurement and any other contract that the contractor may have or wish to enter into with the government of Guam, the contractor represents that he/she/it has not violated, is not violating, and promises that he/she/it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

F. PROHIBITION AGAINST CONTINGENT FEES:

The contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam.

G. PROHIBITION OF EMPLOYMENT OF SEX OFFENDERS:

Pursuant to 5 G.C.A. § 5253

(a) No person convicted of a sex offense under the provisions of 9 GCA Chapter 25, or an offense as defined in GCA Chapter 28 Article 28, on Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) The contractor warrants (1) that no person providing services on behalf of the contractor has been convicted of a sex offense as set forth in the preceding subsection; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of 9 GCA Chapter 25 or 9 GCA Chapter 28 Article 2, 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, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

For the purposes of this "Prohibition of Employment of Sex Offenders Clause" in the event the contractor is providing services that involve direct contact with the government of Guam consumers, customers or potential eligible receivers of the government of Guam public health, safety or education program services, all locations where there is contact with those individuals is considered for purposes of this clause in this contract "property of the government of Guam".

H. WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:

(a) The contractor shall comply with 5 GCA § 5801 et.seq., and with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. The contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this contract is awarded to the contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause.

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be stipulations contained in that contract

for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply.

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. The contractor shall pay a minimum of ten (10) paid holidays per annum per employee.

(e) Any violation of the contractor's obligations or its subcontractors obligations as set forth in "Wage and Benefit Compliance Contractors Providing Services Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

(f) In addition to any and all other breach of contract actions the government of Guam may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the contractor may be placed on probationary status by the Chief Procurement Officer, for a period of one (1) year. During the probationary status the contractor shall not be awarded any contract by any instrumentality of the government of Guam. The contractor if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance Contractors Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

(g) The contractor's Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract.

(h) The contractor agrees to provide upon written request by the government of Guam written certification of its compliance with its obligations under this "Wage and Benefit Compliance Contractors Providing Services Clause" as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by the government of Guam the contractor shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

I. CHANGES:

(1) **Change Order.** By a written order, at any time, and without notice to surety, the head of the Purchasing Agency may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- A. drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for Guam in accordance therewith;
- B. method of shipment or packing; or
- C. place of delivery.

(2) **Adjustments of Price or Time for Performance.** if any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment Clause" of this contract.

Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the government of Guam promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written change order under the paragraph (Change Order) of this clause, unless such period is extended by the head of the Purchasing Agency in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the government of Guam is prejudiced by the delay in notification.

(4) **Claims Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) **Other Claims not Barred.** In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the, "Section N, subsection (1) Notice of Claim of the " Claims Based On The Head Of The Purchasing Agency's or Omissions Claim Clause", or for breach of contract.

J. STOP WORK ORDER:

(1) **Order to Stop Work.** The head of the Purchasing Agency may, by written order to the contractor, at any time, and without notice to any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within

any further period to which the parties shall have agreed, the head of the Purchasing Agency shall either:

- (i) Cancel the stop work order; or
- (ii) Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience of the Government of Guam Clause" of this contract.

(2) **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- (i) the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
- (ii) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment Clause" of this contract.

K. VARIATION IN QUANTITY:

Not Applicable for this Procurement – Intentionally Not Included

L. INDEFINITE QUANTITY CONTRACTS:

Not Applicable for this Procurement – Intentionally Not Included

M. PRICE ADJUSTMENT:

(a) **Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- i. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- ii. by unit prices specified in the contract or subsequently agreed upon;
- iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- iv. In such other manner as the parties may mutually agree; or
- v. in the absence of agreement between the parties, by a unilateral determination by the head of the Purchasing Agency of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the head of the Purchasing Agency in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under 2 GAR Division 4 Chapter 7 (Cost Principles), subject to the provisions of 2 GAR Division 4 Chapter 9 (Legal and Contractual Remedies), as modified by the "Mandatory Disputes Clause" of this contract.

(b) **Submission of the Cost or Pricing Data.** The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of 2 GAR Division 4 §3118 (Costs or Pricing Data).

N. CLAIMS BASED ON THE HEAD OF PURCHASING AGENCY'S ACTIONS OR OMISSIONS:

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

(a) The contractor shall have given written notice to the head of the Purchasing Agency, or designee of such officer:

(i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;

(ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the head of the Purchasing Agency in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The head of the Purchasing Agency 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 head of the Purchasing Agency or designee of such officer.

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

(c) The contractor maintains and, upon request, makes available to the head of the Purchasing Agency 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.

(2) **Limitations of Clause.** Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any the 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.

(3) **Adjustment 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.

O. TERMINATION FOR DEFAULTS:

(a) **Default.** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the head of the Purchasing Agency may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time

specified in writing by the head of the Purchasing Agency, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the head of the Purchasing Agency may procure similar supplies or services in a manner and upon terms deemed appropriate by the head of the Purchasing Agency. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(b) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the head of the Purchasing Agency, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of the contractor in which the government of Guam has an interest.

(c) **Compensation.** Payment for completed supplies delivered and accepted by the government of Guam shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the head of the Purchasing Agency; if the parties fail to agree, the head of the Purchasing Agency shall set an amount subject to the contractor's rights under 2 GAR Division 4 Chapter 9 (Legal and Contractual Remedies) as modified by the "Mandatory Disputes Resolution Clause" of this contract. The government of Guam may withhold from amounts due the contractor such sums as the head of the Purchasing Agency deems to be necessary to protect the government of Guam against loss because of outstanding liens or claims of former lien holders and to reimburse the government of Guam for the excess costs incurred in procuring similar goods and services.

(d) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work here under which endangers such performance) if the contractor has notified the head of the Purchasing Agency 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 government of Guam 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, the contractor 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 the contractor to meet the contract requirements. Upon request of the contractor, the head of the Purchasing Agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of Guam under the "Termination for Convenience of the Government of

Guam Clause" of this contract. (As used in this paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

(e) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of the (Excuse for Nonperformance or Delayed Performance) paragraph of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the Government of Guam Clause" of this contract.

(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 contract.

P. LIQUIDATED DAMAGES:

With Termination of Default Clause. When the contractor is given notice of delay or nonperformance as specified in the (Default) paragraph of the "Termination for Default Clause" above and fails to cure in the time specified, the contractor 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 government of Guam reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under the (Excuse for Nonperformance or Delayed Performance) paragraph of the "Termination for Default Clause" above, liquidated damages shall not be due the government of Guam. The contractor remains liable for damages caused other than by delay.

Q. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT OF GUAM:

(a) **Termination.** The head of the Purchasing Agency may, when the interest of the government of Guam so require, terminate this contract in whole or in part, for the convenience of the government of Guam. The head of the Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) **Contractor's Obligations.** The contractor 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. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The head of the Purchasing Agency may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontractors to the government of Guam. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) **Right to Supplies.** The head of the Purchasing Agency may require the contractor to transfer title and deliver to the government of Guam in the manner and to the extent directed by the head of the Purchasing Agency:

- (1) any completed supplies; and
- (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the head of the Purchasing Agency, protect and preserve property in the possession of the contractor in which the government of Guam has an interest. If the head of the Purchasing Agency does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam. Title 13 G.C.A. §2706 is quoted at the end of this clause. Utilizing this §, in no way implies that the government of Guam has breached the contract by exercise of this "Termination for Convenience of the Government of Guam Clause".

(d) **Compensation.**

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR Division 4 §3118 (Cost or Pricing Data) bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the head of the Purchasing Agency may pay the contractor, if at all, an amount set in accordance with the preceding subsection (c) of this clause.

(2) The head of the Purchasing Agency and the contractor may agree to a settlement provided the contractor as has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR Division §3118 (Costs or Pricing Data) and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the government of Guam, the proceeds of any sales of supplies and manufacturing materials under the subsection(3) of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under the "Contractor's Obligation" subsection (b)above, the head of the Purchasing Agency shall pay the contractor the following amounts, provided payments agreed to under the "Contractor's Obligation" subsection (b) shall not duplicate payments under this subparagraph "Compensation":

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such

portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to section (2) of this "Compensation" paragraph. These costs must not include costs paid in accordance with the preceding subsection (c) (ii) of this paragraph;

(iv) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the "Contractor's Obligations" subparagraph (b) above, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under the "Contractor's Obligations" subparagraph (b) and "Right to Supplies" subparagraph (c) of this paragraph shall be in accordance with 2 GAR Division 4 Chapter 7 (Cost Principles).

13 GCA §2706 (UCC) states:

"§2706. Seller's Resale Including Contract for Resale.

(1) Under the conditions stated in §2703 on seller's remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with any incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer's breach.

(2) Except as otherwise provided in subdivision (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as

referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.

(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.

(4) Where the resale is at public sale:

(a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and

(b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of resale; and

(c) If the goods are not to be within the view of those attending the sale the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders; and

(d) The seller may buy.

(5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.

(6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (subdivision (3) of §2711)."

R. MANDATORY DISPUTES RESOLUTION CLAUSE:

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) **Disputes- Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the Purchasing Agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The head of the Purchasing Agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) **Absence of a Written Decision within Sixty Days.** If the head of the Purchasing Agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the Purchasing Agency, or their designee had issued a decision adverse to the contractor.

(3) **Appeals to the Office of Public Accountability.** The head of the Purchasing Agency's, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) **Disputes – Money Owed To or By the Government of Guam.** This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of under this contract, the contractor shall appeal the decision in accordance with the "Government Claims Act", 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) **Exhaustion of Administrative Remedies.** The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) **Performance of Contract Pending Final Resolution by the Court.** The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the Purchasing Agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

S. COST REIMBURSEMENT TERMS AND CONDITIONS:

1. Compensation for Services.

A. **Annual and Monthly Compensation.** Service Provider's compensation shall be per the agreed cost and pricing reimbursement agreement, labeled as "Attachment A", and attached hereto and incorporated herein as if fully re-written. The total not to exceed annual compensation in the amount of _____ (\$_____) is based on a monthly/or annual not to exceed amount as is set forth in more detail in Attachment A.

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

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actual costs, as defined in 2 GAR Division 4 § 7101 (1), submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of actual cost submitted may be less than the agreed upon compensation, but in no event shall it exceed the agreed upon compensation. The invoice should reflect only those service fees incurred for the current billing period. Each invoice should also include the total amount billed from the inception of the current year contract. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice will not be deemed a waiver of any of the GBHWC's rights under this Agreement.

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C. Final Payment. The GBHWC shall make final payment delivery and acceptance of all services mentioned herein specified and performed. Prior to final payment and as a condition precedent thereto, the Service Provider shall execute and deliver to the GBHWC a release, in a form provided by the GBHWC, of claims against the GBHWC and the government of Guam arising under and by virtue of the contract. Additionally prior to final payment and as condition precedent thereto, the Service Provider shall ensure a smooth program transition; and shall immediately provide the GBHWC with all program related information, files, equipment, service contributions/program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or items.

D. Allowable Costs – Cost Reimbursement. The Service Provider agrees to comply with the following standards of financial management:

a. Financial Records. The Service Provider shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

b. Accounting Records. The Service Provider shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the contract, authorizations, obligations, unobligated balances, assets, outlays, and income.

c. Internal Control. The Service Provider shall maintain effective control over and accountability for all funds and assets. The Service Provider shall keep effective internal controls to ensure that all the GBHWC funds received are separately and properly allocated to the activities described in this Agreement. The Service Provider shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

d. Source Documentation. The Service Provider shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant contract documents, and so forth. All costs invoiced by contract in this contract must be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles set forth in 2 GAR Division 4 § 7101 or in any federal assistance instrument applicable to this Agreement.

e. Reimbursable Cost Principles. The Service Provider shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant and/or contract documents and so forth.

f. 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.

g. Applicable Credits. Applicable credits are receipts or price reductions which reduce expenditures allocable to contracts as direct or indirect costs, as defined in 2 GAR Division 4 § 7101 (h). In the event the Service Provider receives discounts, rebates and or other applicable credits accruing to or received by the Service Provider or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to the GBWC; allowable costs will be paid to the Contactor, net of all discounts, rebates and other such applicable credits. The Service Provider must separately identify for each cost submitted for payment to the GBHWC the amount of cost that is allowable; must identify all unallowable costs; or the Service Provider must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

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

2. The Government of Guam is not liable.

a. The GBHWC assumes no liability for any accident or injury that may occur to the Service Provider, his or her agents, dependents, or personal property while in route to or from worksite or during any travel mandated by the terms of this Agreement.

b. The GBHWC shall not be liable to the Service Provider for any work performed by the Service Provider prior to the approval of this Agreement by the Governor of Guam and the Service Provider hereby expressly waives any and all claims for services performed in expectation of this Agreement prior to its approval by the Governor of Guam.

3. Special Reporting Requirements for Non-Profit Organizations.

a. In the event that the Service Provider is a non-profit organization, the Service Provider shall comply with the reporting requirements set forth in P.L. _____ FY 2016 *Appropriation Act is currently pending*) and this clause (See FY 2015 Appropriations Act PL 32-181 Chapter XIII Section 71-77 Chapter XIII § 11) and this clause. In the event one of the Service Provider's subcontractors is a non-profit organization the provisions of

this clause shall also be deemed to apply to the Service Provider's subcontractor, and the Service Provider is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

b. The Service Provider shall maintain accurate financial records of all monies paid to it under this Agreement. The Service Provider shall provide to the GBHWC a budgetary breakdown by object category as to all services under this Agreement. An initial proposed budgetary breakdown is part of the request for proposal, and the agreed cost proposal, budget, staffing request and are incorporated into the scope of services of this Agreement as part of Attachment A.

c. The Service Provider shall provide to the GBHWC a quarterly report describing its activities during the reporting period and the results it achieved no later than twenty (20) days after the end of each Quarter.

d. The Service Provider must provide prior written notification to the GBHWC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more as to its services related to this contract, or with regard to items to be invoices as part of the contract.

e. The Service Provider shall provide access to duly authorized representative of the GBHWC, the Guam Public Auditor, or their authorized representatives, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. The Service Provider shall upon written request by the GBHWC, the Guam Public Auditor, or their authorized representatives provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.

f. The Service Provider is subject to the Single Audit Rules shall provide annually to GBHWC copies of its Audit Reports for all time periods covered as part of this Agreement.

g. The Service Provider shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to the GBHWC as well as a Fiscal Year-end report of all expenditures of funds under the contract no later than November 15, the initial year, and November 15, of the each subsequent year.

h. In the event the Service Provider fails to timely provide any reports or items set forth in this section to the GBHWC after prior written reasonable notice by the GBHWC to the Service Provider and the Service Provider's failure to cure the contract default, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this contract by the Service Provider.

T. MISCELLANEOUS OTHER TERMS AND CONDITIONS:

1. Payment and Release of Claims. Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the contract. Prior to final payment; and as a condition precedent thereto, the contractor shall execute and deliver to government of Guam, a release in a form

approved by the government of Guam of claims against the government of Guam arising under and by virtue of the contract.

2. Written Notice of Claims. All written notice of claims shall be governed by Guam law.

3. Responsibility for Accuracy of Work. The contractor is responsible for the professional and technical accuracy of all services, work and materials furnished under this contract. The contractor shall, without additional cost to the government of Guam, re-do services, correct or revise all errors or deficiencies in its services, work and material identified during the term of the contract, and any applicable warranty period. The contractor shall devote its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government of Guam. The government of Guam's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the contractor's failure of performance, except as provided herein, and the contractor shall be, and remain liable, to the government of Guam for all direct costs which may be incurred by the government of Guam as result of the contractor's negligent performance of any of the services or work which are performed under the contract.

4. Retention and Access to Records and Other Review. The contractor, including 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 for three (3) years from the date of final payment under the contract; for inspection by the government of Guam. Each subcontract of the contractor pursuant to the contract shall include a provision containing the conditions of this "Retention and Access to Records and Other Review Clause".

In the event that federal funds are part of the contract, reference and access by the government of Guam, in this "Retention and Access to Records and Other Review Clause" shall be expanded to also include to the federal grantor and the U.S. Inspector General's Office or any duly authorized delegate of the federal government.

5. Property of Documents. All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the government of Guam including all publication rights and copyright interests, and may be used by the government of Guam without any additional cost to the government of Guam, except as provided herein. All documents that form part of the contract are the property of the government of Guam and cannot be reproduced without the government of Guam's authorization, except as provided herein.

6. Indemnity. The contractor agrees to save and hold harmless; the government of Guam, its departments, agencies, officers, agents, representatives, successors, and assigns of other governmental agencies from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the contractor, the contractor's officers, agents, servants, or employees under the contract.

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7. The Government of Guam Assumes No Liability. The government of Guam assumes no liability for any accident or injury that may occur to the contractor, its officers, agents, representatives, successors and or dependents, or personal property while in route to or from; Guam/or on Guam, or during any travel mandated by the terms of this agreement. The government of Guam shall not be liable to the contractor for any services or work performed prior to there being an approved awarded contract, and the contractor expressly waives any and all claims for services performed or materials and supplies purchased in expectation of the contract, prior to an approved awarded contract.

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8. Insurance. (Service Contracts) The contractor shall procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage for the operation of the services set forth in this contract. The contractor shall provide certificates of such Insurance to the government of Guam when required and shall immediately report in writing to the government of Guam any insurance claims filed.

- a. Workers Compensation Insurance that covers all employees of the contractor working in any capacity in the contractor's services under this contract, in the amount as required by Guam law.
- 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 (\$300,000.00) for damages to property. Such policy shall insure the government of Guam and its respective agents and employees with respect to liability as a result of the operation of the services set forth in this contract.

9. Privacy Rights. The contractor shall comply with all federal and Guam laws and regulation as to the privacy rights of individuals and as to any records and information of individuals providing services under this contract, including but not limited to the following:

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

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

10. Program Transitions. All steps shall be taken by the contractor to ensure a smooth transition of the program to prevent any interruption of the services to the clients and to preserve the integrity of the program. The contractor, who has not been awarded a new contract or renewal of an existing contract under this program, shall immediately prepare to relinquish all program related information, files, equipment, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/ or items to the government of Guam.

11. Business Privilege Tax - Taxes. The contractor is responsible for paying its Business Privilege Tax on payments received under the contract.

12. Federal Terms and Conditions. Federal funds are part of this procurement and federal forms, certifications and assurances, including federal contractual terms and conditions are part of this contract.

13. Assignment, Successors and Assigns. Neither party may assign or otherwise transfer this contract or any of the rights that it grants without the prior written consent of the party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This contract will be binding upon the parties' respective successors and permitted assigns.

14. Subcontracting. The Service Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the GBHWC.

15. Independent Contractor. The Service Provider and its agents and employees are independent Service Providers performing professional services for the GBHWC and are not employees of the GBHWC. The Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding use of the GBHWC vehicles, or any other benefit afforded to employees of the GBHWC as a result of this Agreement. The Service Provider acknowledges that all sums received hereunder are reportable by the Service Provider for tax purposes, including without limitation, self-employment and business income tax. The Service Provider agrees not to purport to bind the GBHWC unless the Service Provider has express written authority to do so, and then only within the strict limits of that authority.

16. General Compliance with Laws. The professional services, deliverables and materials under this contract shall comply with all applicable Federal and Guam laws and regulations. The Service Provider shall maintain all licenses and permits during all times pertinent to this contract. The Service Provider is responsible for payment of all taxes under this Agreement. In the event the contract sets forth key personnel positions of stated experiences and training the Service Provider agrees to maintain those individuals and or positions at all times pertinent to the contract.

17. Force Majeure. The Service Provider and/or the GBHWC (other than its payment obligation) shall be excused from performance under this Agreement for any period that the Service Provider or the GBHWC is prevented from performing any services in whole or in part as a result of acts of God, typhoons, earthquakes, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the party invoking the section (each of the foregoing deemed a "Force Majeure"), provided that the Service Provider or the GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the Service Provider's or the GBHWC's control to ensure that the Service Provider or the GBHWC can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed a breach of the Agreement. This clause shall not relieve the Service Provider of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor Interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing, via hand delivery return receipt, within FIVE (5) days of the inception of such delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform, and shall resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists. The parties shall meet to discuss and determine a revised timetable for completion of any Services delayed by a Force Majeure Event under this Agreement.

18. Severability. The provisions of the contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this contract is declared unenforceable, the parties will substitute an enforceable provision that to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

19. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of that party's rights under this Agreement shall be effective to waive any other rights.

21. No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this contract.

22. Applicable Law. The laws of Guam shall govern any contract in this procurement, without giving effect to its choice of laws provisions. Venue shall be proper only in a

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Guam court of competent jurisdiction. By execution of this form or the contract in this procurement, the Service Provider acknowledges and agrees to the jurisdiction of the courts of Guam over any and all lawsuits arising under or out of any term of the contract.

23. Amendment. The contract issue in this procurement shall not be altered, changed or amended except by instrument in writing executed by the parties.

24. Merger. The contract in this procurement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written contract. No prior agreement or understanding, oral or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in the contract.

25. Incorporation and Order of Precedence. The Request for Proposal GBHWC No. 05-2015 and the Service Provider's proposal will be incorporated into the Agreement in this procurement by reference as if fully rewritten. Federal funds are part of this procurement, and therefore the Notice of Grant Award Terms and Conditions, the federal granting agency, U.S. Department of Health and Human Services, and SAMSHA's handbooks, guidances and required assurances, etc. will all apply and have precedent in the event of a conflict in the terms and conditions of the other documents and any contract entered into by the parties. After the federal fund terms and conditions, the following order or precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this Agreement itself; then
3. the Request for Proposal; then
4. the Service Provider's Best and Final Offer(s), in reverse chronological order; then
5. the Service Provider's proposal.

All procurement required Proposal Signed Forms by potential Offerors, shall become part of the contract, and incorporated therein as if fully re-written, and given the same precedence as either the federal funds terms and conditions or this Agreement itself.

26. Patent, Copyright, Trademark and Trade Secret Indemnification. The Service Provider shall defend at its own expense, the government of Guam and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Guam, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the Service Provider's trade secret infringement relating to any product or service provided under this Agreement, the Service Provider agrees to reimburse the government of Guam for all costs, attorneys' fees and the amount of the judgment. To qualify for such a defense and/or payment, the government of Guam shall: (a) give the Service Provider

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prompt written notice of any claim; (b) allow the Service Provider to control the defense or the settlement of the claim; and (c) cooperate with the Service Provider in a reasonable way to facilitate the defense or settlement of the claim.

If any product or service becomes, or in the Service Provider's opinion is likely to become the subject of a claim of infringement, the Service Provider shall at its option and expense: (a) provide a procuring agency the right to continue to using the product or service; (b) replace or modify the product or service so that it becomes non-infringing; or (c) accept the return of the product or service, less the unpaid portion of the purchase price any other amounts due the Service Provider. The Service Provider's obligations will be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

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27. Approval of Service Provider Personnel. Personnel proposed in the Service Provider's written proposal to the GBHWC are considered material to any services or work performed under this Agreement. No changes in personnel will be made by the Service Provider without the prior written consent of the GBHWC. Replacement of any of the Service Provider's personnel, if approved will be with equal ability, experience and qualifications. The Service Provider will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project or program immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The GBHWC shall retain the right to request the removal of any of the Service Provider's personnel at any time.

U. MANDATORY REPRESENTATIONS BY SERVICE PROVIDER:

a. **Ethical Standards.** With respect to this procurement and any other contract that the Service Provider may have, or wish to enter into, with the GBHWC, the Service Provider represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

b. **Prohibition Against Gratuities and Kickbacks.** With respect to this procurement and any other contract that the Service Provider may have or wish to enter into with the GBHWC, the Service Provider represents that he/she/it has not violated, is not violating, and promises that he/she/it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

c. **Prohibition Against Contingent Fees.** The Service Provider represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam.

d. **Prohibition of Employment of Sex Offenders.**

Pursuant to 5 G.C.A. § 5253: No person convicted of a sex offense under the provisions of 9 GCA Chapter 25, or an offense as defined in GCA Chapter 28 Article 28, on Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway;

The Service Provider warrants (1) that no person providing services on behalf of the Service Provider has been convicted of a sex offense as set forth in the preceding subsection; and (2) that if any person providing services on behalf of the Service Provider is convicted of a sex offense under the provisions of 9 GCA Chapter 25 or 9 GCA Chapter 28 Article 2, 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, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

For the purposes of this "Prohibition of Employment of Sex Offenders Clause" in the event the Service Provider is providing services that involve direct contact with the GBHWC consumers, customers or potential eligible receivers of the GBHWC community behavioral health wellness services all locations where there is contact with those individuals is considered for purposes of this clause in this contract "property of the government of Guam".

e. Wage and Benefit Compliance – Service Providers Providing Services.

The Service Provider shall comply with 5 GCA § 5801 et. seq., and with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the GBHWC in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. The Service Provider shall be responsible for flowing down this obligation to its subcontractors.

The Wage Determination most recently issued by the U.S. Department of Labor at the time this contract is awarded to the Service Provider shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause.

The Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply to any renewal terms of this agreement.

The Service Provider agrees that in addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. The Service Provider shall pay a minimum of ten (10) paid holidays per annum per employee.

The Service Provider shall flow the Wage and Benefit Compliance clauses above through to any of its subcontractors under this agreement.

The Service Provider agrees that any violation of the Service Provider's obligations or its subcontractors obligations as set forth in this Section "Wage and Benefit Compliance Service Providers Providing Service's Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

In addition to any and all other breach of contract actions the GBHWC may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the Service Provider may be placed on probationary status by the Director of GBHWC, for a period of one (1) year. During the probationary status the Service Provider shall not be awarded any contract by any instrumentality of the government of Guam. The Service Provider if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance Service Providers Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

The Service Provider's Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract.

The Service Provider agrees to provide upon written request by the GBHWC written certification of its compliance with its obligations under this "Wage and Benefit Compliance Service Providers Providing Services Clause" as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by the GBHWC the Service Provider shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

f. Health Insurance Portability and Accountability (HIPPA). The Service Provider shall comply with the Health Insurance Portability and Accountability Act (HIPPA 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.

g. Client Confidentiality. The Service Provider shall ensure information obtained directly or directly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, or Guam monitoring agencies. (Ref. 45 CFR 1321.51 and 42 CFR Part II). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

h. Confidentiality. Any information provided to or developed by the Service Provider in the performance of this Agreement shall be kept confidential and shall not be made available to any

individual or organization by the Service Provider without the prior written approval of the GBHWC.

i. Technology Access for Blind or Visually Impaired. The Service Provider acknowledges that no government funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

j. Equal Opportunity Compliance. The Service Provider agrees to abide by all Federal and Guam laws and rules and regulations, and Executive Orders of the Governor of Guam, pertaining to equal employment opportunity. In accordance with such laws of Guam, the Service Provider assures that no person shall on the grounds of race, religion, color, national origin, ancestry, sexual orientation or gender identity be excluded from employment with or participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this Agreement. If the Service Provider is found not to be in compliance with these requirements during the life of this Agreement, the Service Provider agrees to take appropriate steps to correct these deficiencies. See the Governor's EO 2006-16.

k. Records Discrimination Against Status Offenders Prohibited. The Service Provider acknowledges that no private entity that receives government of Guam funding, either local or federal funds, for any of its programs may, solely on the basis of conviction of a status offense, discriminate against any person who would otherwise be eligible. P.L. 30-168 (effective 7/16/10) codified at § 20120 of Article 1, Chapter 20 of Title 19, Guam Code Annotated.

l. Restricting the Use of Mobile Phones While Driving a Vehicle, and Providing for the Public Education Requirements Regarding Such Restrictions. The Service Provider shall ensure compliance with relative to the restrictions on the use of mobile phones while driving. P.L. 31-194 (effective) codified at

m. Drug and Smoke-Free Workplace. The Service Provider shall ensure compliance with Federal and local drug and smoke-free workplace laws and requirements. [Federal Drug-Free Workplace Act of 1988, the Governor's Circular No. 89-26 (Governor's Policy Statement Establishing a Drug-Free Workplace and EO 2005-18 and EO-95-29) and Clean Indoor Air Act of 1992, P.L. 21-139, Title 10 GCA, Chapter 90].

n. Social Security Number Confidentiality Act. The Service Provider shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. P.L. 28-95, Article 7, Chapter 32, Title 5, Guam Code Annotated.

o. Employment of Individuals with Severe Disabilities; P.L. 26-109 Section 2, §41210(b), Article 2, Chapter 41, Division 5, Title 17 of the Guam Code Annotated. The Service Provider shall comply with the provision of this mandate with emphasis on the employment of two percent (2%) of its workforce with severe disabilities in coordination with the Division of Vocational Rehabilitation Administrator, Department of Integrated Services for Individuals with a Disability

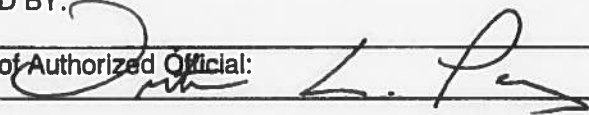
(DISID) for placement. In the event the Service Provider is unable to employ due to the lack of individuals with disabilities who are able to work, the Service Provider shall utilize funds for the purchase of supplies produced by non-profit organizations employing individuals with disabilities. Efforts to comply with this specification shall be documented by the Service Provider and is subject to review and inspection by the GBHWC.

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SUBMITTED BY:

Signature of Authorized Official:



Date: 11-16-15

Name of Authorized Official:

VICTOR A. PEREZ, TRUSTEE and TREASURER

Name of Organization:

GUAHAN ACADEMY CHARTER SCHOOL

This form shall be submitted in the Proposal Envelope



Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Federal Grant Fund Certifications and Assurances

Partner/Subrecipient/ Sub Grantee by their signature below certify and assure their compliance with the following:

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the organization) certifies to the best of his or her knowledge and belief, that the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; have not within a 3-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; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the undersigned not be able to provide this certification, an explanation as to why should be set forth in a letter with the letter head of the organization on it and accompany this form in the proposal package.

The undersigned agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the organization) certifies that the organization will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's work-place and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

d. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

Notice is also required to the government of Guam Department contract designated contact.

3. Certifications Regarding Lobbying

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds.

These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the organization) 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 any 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 Federally 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 of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are available upon request form GBHWC or via the SAMHSA grant management website, forms.)

(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, 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.

4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

The undersigned (authorized official signing for the organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the organization will comply with the U.S. Department of Public Health Service terms and conditions of the grant award that is part of the funding for this procurement.

5. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment,

service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The U.S. Department of Public Health Services strongly encourages all contract grant fund recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. Certification Regarding Non-Discrimination

The undersigned certifies that the organization shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Certification Regarding the Hatch Act

The undersigned certifies that the organization shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and

7. Single Audit Act

7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

The undersigned certifies the organization shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

Certification as to Acknowledgement of Receipt of Notice of Grant Award and Compliance With Terms and Conditions.

8. Notice of Grant Award

The undersigned certifies it has received a copy of the Notice of Grant Award of the federal grant funds that are part of this procurement with its accompanying terms and conditions, and attaches a copy of the Notice of Grant award to this form. The undersigned certifies the organization shall comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the program. (A copy of the Notice of Grant award is available for download at GBHWC PEACE website; <http://www.peaceguam.org>) and is incorporated herein as if fully rewritten.

This form consists of 4 pages and additionally includes a copy of the Notice of Grant Award incorporated herein by reference as if fully re-written.

(Please PRINT and attach a copy of the Notice of Grant Award to the signed form upon its submission).

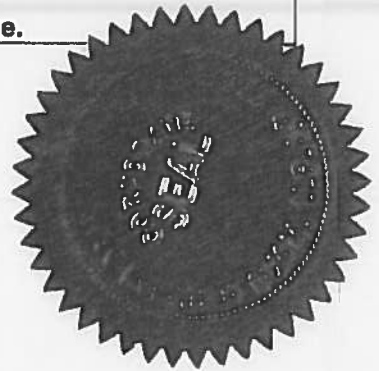
SUBMITTED BY:

Signature of Authorized Official:  Date: 11-16-15

Name of Authorized Official: VICTOR A. PEREZ, TRUSTEE and TREASURER

Name of Organization: GUAHAN ACADEMY CHARTER SCHOOL

This form shall be submitted in the Proposal Envelope.





SPF-PFS
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 02/15/2016

Center for Substance Abuse Prevention

Grant Number: 5U79SP020157-03 REVISED

FAIN: SP020157

Program Director:

Barbara S Benavente

Project Title: GUAM'S PEACE PARTNERSHIPS FOR SUCCESS

Grantee Address	Business Address
GUAM BEHAVIORAL HEALTH AND WELLNESS CTR Supervisor, Prevention and Training Branch 790 GOVERNOR CARLOS G. CAMACHO ROAD TAMUNING, GU 969133129	GUAM BEHAVIORAL HEALTH AND WELLNESS CTR Director 790 Governor Carlos G. Camacho Road Tamuning, GU 96913

Budget Period: 09/30/2015 – 09/29/2016

Project Period: 09/30/2013 – 09/29/2018

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to GUAM BEHAVIORAL HEALTH AND WELLNESS CTR in support of the above referenced project. This award is pursuant to the authority of Section 516 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Andrew Payne
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5U79SP020157-03 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages	\$341,866
Fringe Benefits	\$133,201
Personnel Costs (Subtotal)	\$475,067
Supplies	\$51,084
Consortium/Contractual Cost	\$1,255,409
Travel Costs	\$12,849
Other	\$8,500
Direct Cost	\$1,802,909
Indirect Cost	\$19,077
Approved Budget	\$1,821,986
Federal Share	\$1,821,986
Less Unobligated Balance	\$1,395,559
Cumulative Prior Awards for this Budget Period	\$426,427

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$426,427
4	\$1,426,801
5	\$1,426,801

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
 EIN: 1980018947H8
 Document Number: 13SP20157A
 Fiscal Year: 2015

IC	CAN	Amount
SP	C96V012	\$426,427

IC	CAN	2015	2016	2017
SP	C96P124		\$1,426,801	\$1,426,801
SP	C96V012	\$426,427		

SP Administrative Data:

PCC: PFS 2013 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5U79SP020157-03 REVISED

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-

800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5U79SP020157-03 REVISED

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – SP Special Terms and Conditions – 5U79SP020157-03 REVISED

REMARKS:

This action approves the following carryover of an unobligated balance in the amount of \$395,185 from previous year's unobligated balance into the 03 year which was originally submitted on January 28, 2016.

The total unobligated amount that has been moved reflects as follows:

- \$1,000,374: Off-set amount towards your 03 Year Notice of Award.
- \$395,185: Requested unobligated balance being moved from the 02 year into the 03 Year.

Total unobligated amount moved: \$1,395,559

If the final resolution of the audit covering the above stated budget period(s) determines that the unobligated balance of funds is incorrect, SAMHSA will not make additional funds available to cover any shortfall.

SPECIAL CONDITION OF AWARD:

NONE

STANDARD TERMS OF AWARD:

ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER.

CONTACTS:

Kemar Mapp, Program Official
Phone: (240) 276-1241 Email: Kemar.Mapp@samhsa.hhs.gov

Andrew Payne, Grants Specialist
Phone: (240) 276-1238 Email: Andrew.Payne@samhsa.hhs.gov Fax: (240) 276-1430

Page-3



Notice of Award

SPF-PFS
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Prevention

Issue Date: 07/08/2015

Grant Number: 5U79SP020157-03

FAIN: SP020157

Program Director:
Barbara S Benavente

Project Title: GUAM'S PEACE PARTNERSHIPS FOR SUCCESS

Grantee Address	Business Address
GUAM BEHAVIORAL HEALTH AND WELLNESS CTR Supervisor, Prevention and Training Branch 790 GOVERNOR CARLOS G. CAMACHO ROAD TAMUNING, GU 969133129	GUAM BEHAVIORAL HEALTH AND WELLNESS CTR Director 790 Governor Carlos G. Camacho Road Tamuning, GU 96913

Budget Period: 09/30/2015 – 09/29/2016

Project Period: 09/30/2013 – 09/29/2018

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$426,427 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to GUAM BEHAVIORAL HEALTH AND WELLNESS CTR in support of the above referenced project. This award is pursuant to the authority of Section 516 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5U79SP020157-03

Award Calculation (U.S. Dollars)

Salaries and Wages	\$341,866
Fringe Benefits	\$133,201
Personnel Costs (Subtotal)	\$475,067
Supplies	\$9,684
Consortium/Contractual Cost	\$910,124
Travel Costs	\$12,849
Direct Cost	\$1,407,724
Indirect Cost	\$19,077
Approved Budget	\$1,426,801
Federal Share	\$1,426,801
Less Unobligated Balance	\$1,000,374
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$426,427

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$426,427
4	\$1,426,801
5	\$1,426,801

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
 EIN: 1980018947H8
 Document Number: 13SP20157A
 Fiscal Year: 2015

IC	CAN	Amount
SP	C96V012	\$426,427

IC	CAN	2015	2016	2017
SP	C96P124		\$1,426,801	\$1,426,801
SP	C96V012	\$426,427		

SP Administrative Data:

PCC: PFS 2013 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5U79SP020157-03

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning

fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5U79SP020157-03

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – SP Special Terms and Conditions – 5U79SP020157-03

REMARKS:

This award reflects the following:

1) Approval of the budget submitted on March 01, 2015 as part of the continuation application.

2) Reflects an offset in the amount of \$1,000,974 from 01 year funds due to programmatic reasons recommended by your project officer.

3) \$19,077 Budgeted for "Indirect Costs" is restricted and may not be used for any other purpose until a current negotiated indirect cost rate agreement is finalized and submitted to the Division of Grants Management, SAMHSA.

SPECIAL CONDITION OF AWARD:

NONE

STANDARD TERMS OF AWARD:

Refer to the following SAMHSA website for Standard Terms of Award:

<http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions> (Continuation)

Updated Key Staff:

Key staff (or key staff positions, if staff has not been selected) are listed below:

Barbara Benavente, Project Director @ 25% level of effort

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a

recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

REPORTING REQUIREMENTS:

1) A Federal Financial Report (SF-425) must be submitted annually to the Division of Grants Management which reflects both the federal, program income and match expenditures, if applicable

Please submit your Federal Financial Report to CSAPFFR@samhsa.hhs.gov and copy your Program Official. (HARD COPIES SUBMISSION IS NOT REQUIRED)

2) Submission of a Programmatic Quarterly Report is due no later than the dates as follows:

1st Report – January 30, 2016

2nd Report – April 30, 2016

3rd Report - July 31, 2016

4th Report – October 31, 2016

Please submit your Programmatic Quarterly Report to DGMPProgressReports@samhsa.hhs.gov and copy your Program Official. (HARD COPIES SUBMISSION IS NOT REQUIRED)

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.

CONTACTS:

Damaris Richardson, Program Official

Phone: (240) 276-2437 Email: damaris.richardson@samhsa.hhs.gov

Andrew Payne, Grants Specialist

Phone: (240) 276-1238 Email: Andrew.Payne@samhsa.hhs.gov Fax: (240) 276-1430