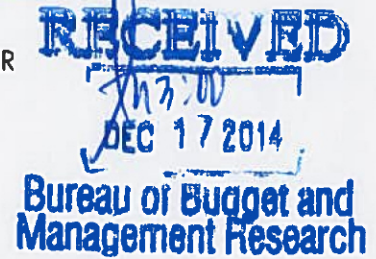


CONTRACTUAL AGREEMENT
BETWEEN
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
AND
ELIM PACIFIC MINISTRIES
(dba Oasis Empowerment Center)



Regarding Providing Management and Operations of a Enrichment Center,
Supported Employment Program, Peer Mentorship Training,
and Drop-In Program Training for Individuals With Serious Mental Illness
Who Are Homeless or at Imminent Risk for Homelessness

Guma Mami (Our Place) Programs
GBHWC RFP 02- 2015

This AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, an agency of the GOVERNMENT OF GUAM, (hereinafter called the GBHWC), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and ELIM PACIFIC MINISTRIES, dba OASIS EMPOWERMENT CENTER (hereinafter called the Service Provider) whose office address is 556 East Marine Corps Drive, Hagatna, Guam 96910.

WHEREAS; the GBHWC was renamed from the Department of Mental Health and Substance Abuse pursuant to P.L. 32-024 (May 6, 2013) codified at 10 GCA Section 86102 (a); and

WHEREAS, the GBHWC requested proposals for the management and operations of a enrichment center, supported employment, peer mentorship training and drop-in center for consumers with serious mental illness who are homeless or at imminent risk for homelessness; and

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration made available funding to individuals and organizations, and notice was published in the Federal Register as CFDA 93.150 and CFDA 93.958; and

WHEREAS, these grants assist with (1) outreach services; (2) screening and diagnostic treatment services; (3) habilitation and rehabilitation services; (4) community mental health services; (5) alcohol or drug treatment services; (6) staff training; (7) case management services; (8) supportive and supervisory services in residential settings; (9) referrals for primary health services, job training, educational services, and relevant housing services; and (10) prescribed set of housing services; and



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WHEREAS, as a recipient of the grant awards, GBHWC administers a program, locally known as the *Sagan Mami* (Our Place) that provides (1) an enrichment center; (2) a supported employment program; (3) peer mentorship training; and (4) a drop-in center; and

WHEREAS, the GBHWC intends to engage professional services of the Service Provider for the purpose of providing its *Sagan Mami* (Our Place) Programs; and

WHEREAS, the GBHWC has provided adequate public announcement of the need for such service through a Request for Proposal (GBHWC RFP 02-2015) describing the type of services required and specifying the type of information and data required of each offer and the relative importance of particular qualifications; and

WHEREAS, the Service Provider has submitted its proposal and interest in providing such services; and

WHEREAS, the award of this Agreement to the Service Provider has been made pursuant to a written finding by the GBHWC that the Service Provider is qualified based on the evaluation factors set forth in the request for proposal, and that negotiations of compensation have been determined to be fair and reasonable; and

NOW THEREFORE, the GBHWC and the Service Provider, in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I PURPOSE

To provide to eligible consumers an Enrichment Center, Supported Employment Program, Peer Mentorship Training; and a Drop-In Center.

SECTION II SCOPE OF WORK

II.1. Location and Hours of Operation

Program Title: SAGAN MAMI (OUR PLACE) PROGRAMS

Location: 556 East Marine Corps Drive, Hagatna, Guam

Program Hours of Operation:

- Enrichment Center: 8:00 A.M. to 5:00 P.M.
Monday through Friday, excluding weekends & holidays

- Supported Employment Program: By Training Cycle
- Peer Mentorship Training: 1 Month – by Training Cycle
- Drop-In Center: Evenings from 5:00 P.M. to 9:00 P.M.
Monday through Friday, excluding weekends and Holidays

II.2. Program Purpose

To provide management and operational services to the GBHWC's *Sagan Mami* (Our Place) Programs carrying out four program components.

II.3. Enrichment Center

Utilizing the Substance Abuse and Mental Health Services Administration (SAMHSA) Eight Dimensions of Wellness, to facilitate individual and group activities that will help consumers with Serious Mental Illness and those with co-occurring disorders (SMI/SUD) develop a recovery and wellness lifestyle.

Individual and Group Activities must focus on the Eight Dimensions of Wellness: Physical, Emotional, Financial, Social, Spiritual, Occupational, Intellectual, and Environmental.

II.3.a. Program Target Population

Provide services to at least 50 individuals with a serious mental illness (SMI) and those with co-occurring disorders. This number is expected to increase through the year as more individuals become better familiarized and comfortable with the program.

II.3.b. Program Activities

Individual and Group Activities, participation in GBHWC's clinical teams when required, transportation to community activities and other activities that support the recovery and wellness lifestyle of the consumers.

The Enrichment Center must have available to the consumers of the services internet access. The Enrichment Center must have up-to-date information and array of brochures, literature, video/DVD format on topics that focus on behavioral and mental health as well as substance abuse concerns.

A catalogue system is required to keep track of brochures, literature, video/DVD format on mental health and substance abuse issues being issued or borrowed.

II.4. Supported Employment Program (HELPP OUT)

II.4.a. Program Description

This program will help adult consumers with serious mental illness, actively participating in treatment at GBHWC. The focus of HELPP (Helping Each Life Produce Positive) Out (Outcomes) is to prepare consumers to compete in the competitive job market.

II.4.b. Eligibility

- 1) Participants must be adults with serious mental illness, actively participating in treatment and must be referred to *Sagan Mami* Supported Employment Program by the clinicians of GBHWC.
- 2) All participants must have an assigned clinician to provide clinical support for the individual and to participate in the various supported employment planning meetings.
- 3) The participants must be clinically stable, and able to participate in activities independently.
- 4) Participating consumers and their clinician must sign an agreement to participate in the program.

II.4.c. Training

Pre-employment training will be conducted four times per contract year.

II.4.d. Enrollment in employment placement programs

- 1) Upon completion of Pre-Employment training, participants will be enrolled for services with the Division of Vocational Rehabilitation, Agency for Human Resources Development and Department of Labor.
- 2) Consumers will be assisted in job searches/placement and referrals by an Employment Specialist.

II.4.e. Outcome Measures

Level 1: Completion of pre-employment training and referrals

Level 2: Competitive Employment

- a. Consumer will engage in employment that pays at least minimum wage.
- b. Consumer's employment setting may include co-workers who are not disabled.
- c. Position can be held by anyone

II.5. Peer Mentorship Training

II.5.a. Program Description

The premise of Peer Support is that people who have faced, endured and overcame challenges can offer useful encouragement, hope and mentorship to others facing similar situations. This program offers members at *Sagan Mami* the opportunity to do just that. Through this mentorship consumers will be more able to develop positive life skills to cope with life's challenges in the road to recovery and healing. The *Sagan Mami* contractor will be responsible for identifying and training eligible participants through recommendations/referrals from the clinicians at the Guam Behavioral Health and Wellness Center.

II.5.b. Eligibility

- 1) Participants must be adults with serious mental illness, including those with co-occurring serious mental illness and substance use disorders, who are homeless or at imminent risk of homelessness and actively participating in treatment.
- 2) The participants must be clinically stable, and able to participate in activities independently and without supervision.

II.5.c. Training

Peer Mentorship training will be provided on an every other month basis. Consumers may participate in more than one of the trainings if space is available.

II.5.d. Content

Training must include but is not limited to:

- 1) The 10 Fundamental Components of Recovery
- 2) Information on the variety of support services in the community
- 3) The Americans with Disabilities Act
- 4) Anti-Stigma strategies
- 5) Public Speaking
- 6) Problem solving
- 7) Goal setting
- 8) Listening and engagement skills
- 9) Self-Advocacy

II.5.e. Outcome Measure: Post Training

Upon completion of the training program, consumers will be able to participate in various activities in the following ways:

- 1) Provide informal supports to peers
- 2) Public speaking to support the elimination of stigma and discrimination
- 3) Assist the GBHWC clinicians in helping other consumers come out of isolation, and encourage active community involvement
- 4) Provide support to peers in treatment team meetings
- 5) Promote normalization and integration into the community
- 6) Promote self-determination, empowerment and meaningful roles in society

II.6. Drop-In Center

Utilizing the International Program for Clubhouse Development concept to develop program guidelines. To ensure that all members are made to feel welcomed, important, and wanted. This program is intended to specifically serve the island population of adults with serious mental illness, including those with co-occurring serious mental illness and substance use disorders, who are homeless or at imminent risk of homelessness. GBHWC will refer individuals or consumers who are homeless or at imminent risk of homelessness who are ready to function in a community-based program or who no longer participate in GBHWC's Day Treatment program.

Management and operational services must include screening, rehabilitation, community mental health; assistance in obtaining and coordinating social services for eligible homeless individuals.

II.6.a. Program Target Population

Provide services to at least 30 homeless individuals. This number may increase through the year as more homeless individuals become more familiar and comfortable with the program.

II.6.b. Program Activities

- 1) Screen participants to determine their eligibility for services
- 2) Provide therapeutic activities on site to match interest of consumers
- 3) Develop the individual's understanding and need for personal financial planning
- 4) Coordinate with public transportation service providers' for transportation to and from program
- 5) Provide habilitation and rehabilitation support services within the community
- 6) Provide prevocational and vocational skills that promote independent living.
- 7) Provide referrals for eligible homeless individual for services as appropriate to primary healthcare providers, housing assistance, homeless outreach programs, income assistance, and community One-Stop programs
- 8) Provide nutritional light meals during hours of operation
- 9) Provide table games, arts and crafts, and recreational activities
- 10) Employ consumers to maintain a clean and safe environment and assist with securing area at closing

II.7 Administrative

- II.7.a. Designate a Program Facilitator (PF) who will be on-site during hours of operation, and who has experience working with individuals with psychiatric disabilities
- II.7.b. Designate a part-time employment specialist who will assist consumers enrolled in the Supported Employment Program
- II.7.c. Collaborate with GBHWC program supervisor on rules and regulations of the program including appropriate forms for reporting
- II.7.d. Submit daily logs of services provided to consumers
- II.7.e. Develop and post of anticipated events for consumers' review
- II.7.f. Provide monthly statistical report for all services to consumers
- II.7.g. Provide semi-annual and annual programmatic reports that define program progression and/or recommendations for effectiveness
- II.7.h. Provide monthly, quarterly, and annual financial reports that define expenditures of grant funding

II.8. Program Marketing

Develop and implement a social marketing plan that includes public awareness and education activities and overall outreach efforts to sustain consumer involvement.

SECTION III.
CONTRACT TERM

III.1. Effective Date.

This Agreement shall be effective upon the date of the signature of the Governor of Guam and Service Provider may commence services fifteen (15) or less days thereafter upon the Notice to Proceed from GBHWC. The GBHWC is not responsible for any services prior to that date, and the Service Provider warrants that no services will be performed under this Agreement prior to the effective date.

III.2. Initial Term.

The initial term of this Agreement shall be from the effective date through the end of the fiscal year subject to the appropriation, allocation and availability of funds.

III 3. Renewal Term.

At the option of the GBHWC, and as agreed by the Service Provider, the contract may be renewed for up to two (2) additional one (1) year periods, upon the option of the GBHWC and

subject to the appropriation, allocation and availability of funds. The most recent applicable U.S. Department of Labor Wage Determination will apply to any renewal term. Upon expiration of the final Renewal Term, this Agreement shall expire unless sooner terminated.

III.4. Multiple Years.

In the event funds are not appropriated, allocated or otherwise made available and this Agreement is cancelled, the Service Provider shall be notified in a timely manner and reimbursed the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services delivered under this Agreement.

III.5. Special Monthly Extension Periods.

At the option of the GBHWC and as agreed to by the Service Provider, this Agreement may be extended after the final Renewal Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the parties agree to more than six Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties if the GBHWC is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the GBHWC. Any Special Monthly Extension Period are subject to wage and benefit compliance and the appropriation, the allocation and availability of funds from fiscal year to fiscal year and the GBHWC's determination of its best interest.

III. 6 Multiple Certification of Funds.

There may be multiple certifications of funds by the GBHWC during any term of this agreement.

SECTION IV

SERVICE PROVIDER'S COMPENSATION FOR SERVICES

IV.1. Annual and Monthly Compensation

Service Provider's compensation shall be per the agreed cost and pricing reimbursement agreement, labeled as "ANNUAL PROGRAM COST", and attached hereto and incorporated herein as if fully re-written. The total not to exceed annual compensation in the amount of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) is based on twelve monthly payments of which one (1) payment is Fourteen Thousand Five Hundred Eighty-three and 37/100 Dollars (\$14,583.37) and eleven (11) payments each at Fourteen Thousand Five Hundred Eighty-Three and 33/100 Dollars (\$14,583.33) as set forth in more detail in the Annual Program Cost.

IV.2. Invoicing and Payments

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

IV.3. 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/items/or assets.

IV.4. 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 federal and/or local government 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 GBHWC; 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.

SECTION V.

THE GOVERNMENT IS NOT LIABLE

V.1. 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.

V.2. 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.

SECTION VI.

SPECIAL REPORTING REQUIREMENT FOR NON-PROFIT ORGANIZATIONS

VI.1. 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. 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.

VI.2. 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.

VI.3. 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.

VI.4 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.

VI.5. 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.

VI.6. 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.

VI.7. 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.

VI.8. 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.

SECTION VII.

GBHWC AGREES TO THE FOLLOWING

VII.1. Maintain oversight of the Service Provider's performance in administering the GBHWC *Sagan Mami* (Our Place) Programs.

VII.2. Use of selected equipment as negotiated with the Service Provider when providing direct therapeutic intervention and/or activities to consumers.

SECTION VIII

RESPONSIBILITY OF SERVICE PROVIDER

VIII.1. The Service Provider shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The Service Provider shall, without additional cost to the GBHWC, 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.

VIII.2. The Service Provider 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.

VIII.3. The GBHWC'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 Service Provider's failure of performance, except as provided herein, and the Service Provider shall be, and remain liable, to the GBHWC for all direct costs which may be incurred by the GBHWC as result of the Service Provider's negligent performance of any of the services or work which are performed under the contract.

SECTION IX.

ACCESS TO RECORDS AND OTHER REVIEW

IX.1. The Service Provider, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the GBHWC, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by the Service Provider pursuant to this Agreement shall include a provision containing the conditions of this Section.

IX.2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the records must be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later.

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

IX.4. The Service Provider shall provide access to any project site(s) to the GBHWC, Guam Public Auditor and in the event there are federal funds, the federal granting agency or its designated Inspector General or their authorized representative. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

SECTION X. OWNERSHIP OF DOCUMENTS

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

SECTION XI. INDEMNITY

The Service Provider agrees to save and hold harmless the GBHWC, its officers, agents, representatives, successors and assigns, and other governmental agencies from any and all actions, proceedings, claims, demands, costs, damage, attorney fees and all other liabilities and expense of any kind or any source which may arise out of the performance of this Agreement, caused by the negligent act or failure of the Service Provider, its officers, employees, servants, or agents, or if caused by the actions of any client of the Service Provider resulting in injury or damage to persons or property during the time when the Service Provider or any of officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Service Provider or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Service Provider, the Service Provider shall as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Director of the GBHWC by certified mail.

SECTION XII.
CHANGES

The GBHWC may at any time, by written order make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

SECTION XIII.
INSURANCE

The Service Provider 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 Agreement. The Service Provider shall provide certificates of such insurance to the GBHWC when required and shall immediately report in writing to the GBHWC any insurance claims filed.

SECTION XIV.
TERMINATION

XIV.1. Termination for Defaults:

- a. Default. If the Service Provider refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Agreement, the GBHWC 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 GBHWC, the GBHWC may terminate the Service Provider's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the GBHWC may procure similar professional services in a manner and upon terms deemed appropriate by the GBHWC. The Service Provider shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar professional services, goods or services.
- b. The Service Provider's Duties. Notwithstanding termination of the Agreement and subject to any directions from the GBHWC, the Service Provider shall take timely, reasonable, and necessary action to protect and preserve property in possession of the Service Provider in which the GBHWC has an interest.

- c. **Compensation.** Payment for completed professional services delivered and accepted by the GBHWC shall be per Section IV Compensation for the Service Provider's services. The GBHWC may withhold from amounts due the Service Provider such sums as the GBHWC deems to be necessary to protect the GBHWC against loss because of outstanding liens or claims of former lien holders and to reimburse the GBHWC for the excess costs incurred in procuring similar professional services. The Service Provider may pursue its rights under Section XVI Mandatory Disputes clause of this Agreement, and the Guam Procurement Laws and Regulations if it disagrees with the GBHWC's decision with regard to compensation.
- d. **Erroneous Termination for Default.** If, after notice of termination of the Service Provider's right to proceed under the provisions of this clause, it is determined for any reason that the Service Provider was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Section XXII Force Majeure of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such clause..
- e. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- f. **Non-Profit Organization Special Reporting Requirements.** The Service Provider, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 32-181 Chapter XIII Section 71-77 Chapter XIII § 11); and if the Service Provider fails to timely provide any reports or items set forth in Section VI Special Reporting Requirements for Non Profit Organizations of this Agreement; then the GBHWC pursuant to that section my after prior written reasonable notice 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.

XIV.2. Termination for Convenience.

- a. **Termination.** The Director of the GBHWC may, when the interest of the GBHWC so requires, terminate this contract in whole or in part, for the convenience of the GBHWC. The Director of the GBHWC shall give thirty (30) days prior written notice of the termination to the Service Provider specifying the part of the contract terminated and when termination becomes effective.
- b. **The Service Provider's Obligations.** The Service Provider shall incur no further obligations in connection with the terminated professional services and on the date set in the notice of termination, the Service Provider will stop work to the extent specified. The Service Provider shall also terminate outstanding orders and subcontracts as they relate to the terminated professional services. The Service Provider shall settle the liabilities and claims arising out of the termination of

subcontracts and orders connected with the terminated professional services. The Service Provider must still complete the professional services not terminated by the notice of termination and may incur obligations as are necessary to do so.

In the event there is any deliverables and/or reports due per this Agreement, the Service Provider and the GBHWC shall meet and set up the delivery dates for those items if it not set forth in the written notice of termination.

c. Compensation.

The Service Provider shall invoice the GBHWC in keeping Section IV Compensation for Service Provider's Services for professional services performed up to the date of termination.

XIV.3 Program Transition.

In the event of the termination under this Section XIV. Termination, the Service Provider shall take all steps necessary to ensure a smooth and professional transition of the program to prevent any interruption of the services to the clients and to preserve the integrity of the program. The Service Provider shall immediately prepare to relinquish all program related information, files, major equipment items, 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 GBHWC.

SECTION XV.

PRODUCT OF SERVICE-COPYRIGHT

All materials developed or acquired by the Service Provider under this Agreement shall become the property of the GHWC and shall be delivered to the GBHWC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Service Provider under this Agreement shall be subject of an application for copyright or other claim of ownership by or on behalf of the Service Provider.

SECTION XVI.

MANDATORY DISPUTE RESOLUTION CLAUSE

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this Agreement, it is the intent of the GBHWC and the Service Provider that the terms of this clause are to be given precedence.

XVI.1. Disputes - Contractual Controversies.

The GBHWC and the Service Provider agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the Service Provider shall request the Director of GBHWC or his 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 Director of GBHWC or their designee shall immediately furnish a copy of the decision to the Service Provider, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

XVI.2. Absence of a Written Decision within Sixty Days.

If the Director of GBHWC, or his 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 Service Provider may proceed as though the Director of the GBHWC, or his designee had issued a decision adverse to the Service Provider.

XVI.3. Appeals to the Office of Public Accountability.

The Director of the GBHWC, or his designee's decision shall be final and conclusive, unless fraudulent or unless the Service Provider appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

XVI.4. Disputes – Money Owed To or By the Government of Guam.

This subsection applies to appeals of the GBHWC's decision on a dispute. For money owed by or to the government of under this contract, the Service Provider 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 GBHWC under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the GBHWC. Appeals to the Office of the Public Auditor must be made within sixty days of the GBHWC's decision or from the date the decision should have been made.

XVI.5. Exhaustion of Administrative Remedies.

The Service Provider shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

XVI.6. Performance of Contract Pending Final Resolution by the Court.

The Service Provider shall comply with the GBHWC's decision and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where the Service Provider claims a material breach of this contract by the GBHWC. However, if the Director of the GBHWC determines in writing that continuation of services under this contract is essential to the public's health or safety, then the Service Provider shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the GBHWC.

SECTION XVII.

MANDATORY REPRESENTATIONS BY SERVICE PROVIDER

XVII.1. 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.

XVII.2. 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.

XVII.3. 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.

XVII.4. 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".

XVII.5. 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 subs 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.

XVII.6. 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.

XVII.7. Client Confidentiality.

The Service Provider 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, 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.

XVII.8 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.

XVII.9.

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.

XVII.10. 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.

XVII.11. 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.

XVII.12. 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

XVII.13. 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 Clean Indoor Air Act of 1992, P.L. 21-139, Title 10 GCA, Chapter 90].

XVII.14. 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.

XVII.15. 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.

SECTION XVIII.
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.

SECTION XIX .
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.

SECTION XX
STATUS OF SERVICE PROVIDER

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.

SECTION XXI.
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.

SECTION XXII.
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.

SECTION XXIII.
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.

SECTION XXIV.
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.

SECTION XXV.
NO WAIVER

No failure or delay by either party in exercising any right, power or remedy will operate at 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.

SECTION XXVI.
APPLICABLE LAW

The laws of Guam shall govern this Agreement, without giving effect to its choice of laws provisions. Venue shall be proper only in a Guam court of competent jurisdiction. By execution of this Agreement, 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 this Agreement.

SECTION XXVII.
AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties.

SECTION XXVIII.
MERGER

This Agreement 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 this written agreement. No prior agreement or understanding, oral or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION XXIX.
INCORPORATION AND ORDER OF PRECEDENCE

The Request for Proposal GBHWC No. 01-2015 and the Service Provider's proposal are incorporated by reference into this Agreement and are made part of this Agreement. In the event of any conflict among these documents, 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.

SECTION XXX.

PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

XXX.1. 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 provide 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 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.

XXX.2. 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.

SECTION XXXI.

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.

SECTION XXXII.
SURVIVAL

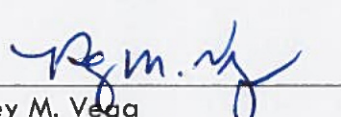
The sections titled Indemnification and Patent, Copyright, Trademark and Trade Secret Indemnification shall survive the expiration of this Agreement. Software licenses, leases, maintenance and other unexpired agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

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

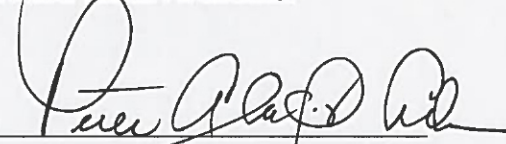
SERVICE PROVIDER:
Elim Pacific Ministries
(dba Oasis Empowerment Center)


By 
Robert J. Zimmerman
Executive Director
Date 12/17/2014

GOVERNMENT OF GUAM:
Guam Behavior Health
and Wellness Center

By 
Rey M. Vega
Director
Date 12/17/14

Certified Funds Available:

By 
Peter Alexis Ada, Certifying Officer
Acct No: 5101H142300SE104230 (CMHS BLOCK GRANT)
Amount: \$97,500.00 (Pro-rated)
Acct No: 5101H142310SE103230 (PATH GRANT)
Amount: \$33,750.00 (Pro-rated)
Period Covering: January to September 2015
Vendor No: O0081905

RECEIVED

DEC 17 2014
Bureau of Budget and
Management Research

14-1086f

CLEARED THROUGH BBMR'S REVIEW

CLEARED PER
BBMR'S REVIEW

Anthony C. Blaz, BBMR Director

Date: JAN 02 2015

APPROVED AS TO LEGALITY AND FORM

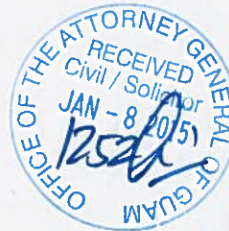
E. Barrett-Anderson

ELIZABETH BARRETT-ANDERSON

Attorney General of Guam

Date: 1/10/15

DMHSA 14-1086



APPROVED BY GOVERNOR OF GUAM:

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS

Registration Date 01/16/2015

Registered No. C150600580

VENDOR
Book No. 00081905

Registered By 17 01/21/2015

Maga'lahaen Guahan
Maga'lahaen Guahan

Date: JAN 16 2015

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DEC 17 2014

Bureau of Budget and
Management Research

FY 2015 Contractual Agreement — *Sagan Mami*(Our Place) Program
GBHWC and Elim Pacific Ministries, dba Oasis Empowerment Center
GBHWC RFP 02-2015



ANNUAL PROGRAM COST
Sagan Mami (Our Place) Programs
GBWC 02-2015

| Account Code | Classification | Year 1 FY 2015 Budget | Explanation, Rationale or Comment |
|-------------------|------------------------------|--------------------------|---|
| Personnel | | | |
| 111 | Salaries | 77,220.00 | |
| 112 | Overtime | -0- | |
| 113 | Benefits | 25,391.73 | Sick, personal and healthcare |
| Subtotal | | \$102,611.73 | |
| Operations | | | |
| 220 | Travel | | |
| 230 | Contractual Services | 12,000.00 | |
| 233 | Office Space Rental | 24,000.00 | |
| 240 | Supplies & Materials | 10,000.00 | |
| 250 | Equipment (below \$5000) | | |
| 270 | Workmen's & Comp Ins. | 2,388.27 | |
| 271 | Drug Testing | | |
| 290 | Miscellaneous | | |
| Subtotal | | \$50,87.68 | |
| Utilities | | | |
| 361 | Power | 9,600.00 | |
| 362 | Water/Sewer | 2,400.00 | |
| 363 | Telephone/Cable, Internet | 2,400.00 | |
| Subtotal | | \$14,400.00 | |
| 450 | Capital Outlay (over \$5000) | | |
| 701 | Indirect Cost | 9,600.00 | Accounting and administrative support |
| Subtotal | | \$9,600.00 | |
| TOTALS | | \$175,000.00 | |
| # Employees | 3.25 FTE | | Project manager, vocational coordinator, evening case worker and prevention coordinator |

Submitted by:

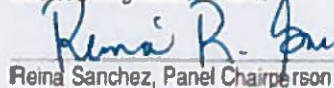
ELIM PACIFIC MINISTRIES, dba OASIS EMPOWERMENT CENTER


Robert J. Zimmerman, Executive Director

November 21, 2014

Accepted by:

GBHWC Negotiations Panel


Reina Sanchez, Panel Chairperson

November 21, 2014

Approved by:


Rey M. Vega, Director

Date: December 1, 2014



FY 2015 Contractual Agreement — *Sagan Mami*(Our Place) Program
GBHWC and Elim Pacific Ministries, dba Oasis Empowerment Center
GBHWC RFP 02-2015



GBHWC RFP FORM F

ANNUAL PROGRAM COST
Sagan Mami (Our Place) Programs
GBHWC RFP 02-2015

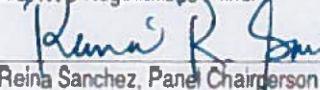
| Account Code | Classification | Year 2 FY 2016 Budget | Explanation, Rationale or Comment |
|-------------------|------------------------------|--------------------------|---|
| Personnel | | | |
| 111 | Salaries | 81,081.00 | |
| 112 | Overtime | .0 | |
| 113 | Benefits | 26,661.32 | Sick, personal and healthcare |
| Subtotal | | \$107,742.32 | |
| Operations | | | |
| 220 | Travel | | |
| 230 | Contractual Services | 12,600.00 | |
| 233 | Office Space Rental | 25,200.00 | |
| 240 | Supplies & Materials | 10,500.00 | |
| 250 | Equipment (below \$5000) | | |
| 270 | Workmen's & Comp Ins. | 2,507.68 | |
| 271 | Drug Testing | | |
| 290 | Miscellaneous | | |
| Subtotal | | \$50,807.68 | |
| Utilities | | | |
| 361 | Power | 10,080.00 | |
| 362 | Water/Sewer | 2,520.00 | |
| 363 | Telephone/Cable/Internet | 2,520.00 | |
| Subtotal | | \$15,120.00 | |
| 450 | Capital Outlay (over \$5000) | | |
| 701 | | 10,080.00 | |
| Subtotal | | \$10,080.00 | |
| TOTALS | | \$183,750.00 | |
| # Employees | 3.25 FTE | | Project manager, vocational coordinator, evening case worker, prevention coordinator. |

Submitted by: ELIM PACIFIC MINISTRIES, dba OASIS EMPOWERMENT CENTER


Robert J. Zimmerman, Executive Director

November 21, 2014

Accepted by: GBHWC Negotiations Panel


Reina Sanchez, Panel Chairperson

November 21, 2014

Approved by:


Rey M. Vega, Director

Date: December 1, 2014

FY 2015 Contractual Agreement — *Sagan Mami*(Our Place) Program
GBHWC and Elim Pacific Ministries, dba Oasis Empowerment Center
GBHWC RFP 02-2015

ANNUAL PROGRAM COST
Sagan Mami (Our Place) Programs
GBHWC RFP 02-2015



GBHWC RFP FORM F

| Account Code | Classification | Year 3 FY 2017 Budget | Explanation, Rationale or Comment |
|-------------------|------------------------------|--------------------------|---|
| Personnel | | | |
| 111 | Salaries | 85,135.05 | |
| 112 | Overtime | .0 | |
| 113 | Benefits | 27,994.39 | Sick, personal and healthcare |
| Subtotal | | \$113,129.44 | |
| Operations | | | |
| 220 | Travel | | |
| 230 | Contractual Services | 13,230.00 | |
| 233 | Office Space Rental | 26,460.00 | |
| 240 | Supplies & Materials | 11,025.00 | |
| 250 | Equipment (below \$5000) | 0 | |
| 270 | Workmen's & Comp. Ins. | 2,633.06 | |
| 271 | Drug Testing | -0- | |
| 290 | Miscellaneous | -0- | |
| Subtotal | | \$53,348.06 | |
| Utilities | | | |
| 361 | Power | 10,584.00 | |
| 362 | Water/Sewer | 2,646.00 | |
| 363 | Telephone/Cable, Internet | 2,646.00 | |
| Subtotal | | \$15,876.00 | |
| 450 | Capital Outlay (over \$5000) | -0- | |
| 701 | Indirect Cost | 10,584.00 | |
| Subtotal | | \$10,584.00 | |
| TOTALS | | \$192,937.50 | |
| # Employees | 3.25 FTE | | Project manager, vocational coordinator, evening case worker, prevention coordinator. |

Submitted by:

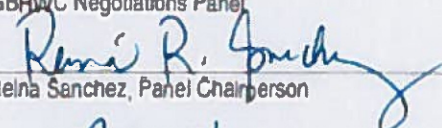
ELIM PACIFIC MINISTRIES, dba OASIS EMPOWERMENT CENTER


Robert J. Zimmerman, Executive Director

November 21, 2014

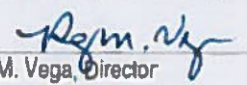
Accepted by:

GBHWC Negotiations Panel


Reina Sanchez, Panel Chairperson

November 21, 2014

Approved by:


Rey M. Vega, Director

Date: December 1, 2014

