



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU) is executed this 1st day of September 2022 ("Effective Date") by and between **Guam Department of Education** ("GDOE") with its primary address at 501 Mariner Avenue, Barrigada GU96913 and **WestCare Pacific Islands, Inc.**, a 501(c)3 not-for-profit corporation ("WestCare") with its primary address at 222 Chalan Santo Papa, Reflection Center, Suite 102 Hagatna GU 96910. Collectively GDOE and WestCare are hereafter the "parties".

Recitals

WHEREAS, WestCare is a non-profit operating in Guam providing behavioral health services and such other services as needed within the communities it operates in;

WHEREAS, GDOE provides education to youth in local schools (K-12);

WHEREAS, GDOE and WestCare desire to enhance outcomes for youth relating to teen substance use and misuse, through funding received exclusively by WestCare under the Drug-Free Communities (DFC) grant administered by the Centers for Disease Control and Prevention (CDC), US Department of Health and Human Services ("Funding Contract") and the use of Strategic Prevention Framework developed by the Substance Abuse and Mental Health Services Agency (SAMHSA) incorporating environmental strategies to achieve community-level impact;

WHEREAS, GDOE and WestCare now desire to work together under the terms of this MOU to provide the services identified in Exhibit A;

NOW, THEREFORE, the parties hereby agree that the Recitals set forth above are incorporated into this MOU by this reference and are hereby stipulated to be true and correct, and the parties further agree as follows:

Services

Each party will perform those services set forth in Exhibit A, attached hereto and incorporated herein by and through this reference.

Term

This MOU shall commence on the Effective Date and terminating on **September 29, 2024** ("Term"). Foregoing notwithstanding, either party hereto may terminate this MOU for any reason upon not less than **ten (10)** days prior written notice to the other party.

Confidentiality

Both parties hereto shall treat as confidential all information relating to either party's operations or the general business affairs or any of the operations or general business affairs of the party (including the party's parent, affiliate or subsidiary companies) which the other party may observe or which may be disclosed as a result of the party's performance under this MOU. Neither party shall not disclose any information, including without limitation any information contained in this MOU, to third parties or use any such information for any purpose other than the performance under this MOU, without the prior written consent of the other party. Additionally, the parties agree to abide by all Local and Federal laws, rules and regulations, the Health Insurance and Portability and Accountability Act ("HIPAA") and Title 42 Code of Federal Regulations ("C.F.R."), Part 2. Both parties agree not to divulge any information concerning any individual client to any unauthorized person or agency without the written consent of the client and participant, in compliance with and except as provided by Local and Federal laws, rules and regulations.

Notices

Any notices required or permitted to be given pursuant to this MOU shall be in writing and sent by certified mail, postage prepaid, return receipt requested to the parties' addresses noted above. Notice shall be deemed to be given upon the date three (3) days after such notice is deposited in the mail. Notices may also be delivered by courier, electronic transmission (including email) or by facsimile transmission and shall be deemed to be delivered when received by the party to whom such notice is directed with a confirmation of receipt. All notices to WestCare shall also be copied to the following address in addition to the notice address above:

WestCare Foundation, Inc.
Attn: Executive Vice President
1711 Whitney Mesa Drive
Henderson, Nevada 89014

Entire Understanding

This MOU sets forth the entire arrangement between the parties and supersedes all prior oral and written understanding, representation, and discussions between the parties respecting the subject matter of this MOU. This MOU is effective as of the Effective Date above and upon signature and shall terminate at the expiration of the Term unless renewed by mutual agreement. No amendment to this MOU shall be enforceable, unless in writing and signed by both parties hereto.

No Assignment

Neither party may assign this MOU in whole or in part or assign, pledge or otherwise transfer either party's obligations hereunder except with the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

Governing Law

This MOU shall be governed by and construed in accordance with the law of the U.S. Territory of Guam. The venue for any dispute arising under this MOU shall be a court of competent jurisdiction in the Territory of Guam.

Permits and Licenses

Each party hereto shall be responsible for securing all necessary licenses and permits required for the full and faithful performance of the terms of this MOU.

Insurance

Each party hereto shall be responsible for providing its own insurance coverage, including general liability, workers compensation and professional liability (if applicable).

Independent Entities

The parties to this MOU are acting as independent contractors and cannot bind, obligate, contract or act on behalf of the other party and are not employer-employee. Nothing contained in this MOU shall create or be construed as creating a partnership, joint venture or agency relationship between the parties.

No Obligation to Expend Funds

This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU shall obligate either of the parties to expend funds.

Memorandum of Understanding Execution Page

This MOU may be executed in one or more counterparts. The parties execute this MOU as of the Effective Date above.

GDOE: GUAM DEPARTMENT OF EDUCATION A governmental agency By: <u>Re/ontas/14/2</u> Name: Francis E. Santos Its: Acting Superintendent	WestCare WESTCARE PACIFIC ISLANDS, INC. a Guam 501(c)3 Not-For-Profit Corporation. Signed: <u>Aja Ramos</u> By: Aja Ramos Its: Senior Vice President Executed Pursuant to Authority Under <u>Resolution WCPI 2019-10</u>
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Exhibit A

Services

WestCare will perform the following services under the terms and conditions set forth in this MOU:

1. WestCare will conduct evidence-based risk reduction and prevention education services designed to reduce substance use and misuse among youth. WestCare will utilize a variety of community partnerships to support project delivery.
2. WestCare shall serve as the lead agency for the administration of the Funding Contract and delivery of program services provided therein, exclusive of GDOE, with GDOE not involved with the administration of the funding contract;
3. WestCare will recruit, train and hire staff to provide prevention education, referrals, and support to program participants and their families in Guam;
4. WestCare will ensure age-appropriate prevention education strategies are selected and delivered with fidelity;
5. WestCare will ensure data is gathered, validated and reported to the funding agency on time;
6. WestCare will provide strategic planning for the development of a sustainable plan for long-term funding to continue the program after grant funds have ceased, exclusive of GDOE, with GDOE not involved with the administration of the funding contract.
7. WestCare acknowledges that certain information held by GDOE under this MOU about GDOE students may be considered Education Records and that this information must be confidential by reason of the Family and Educational Rights and Privacy Act of 1974, 20 USC §1232g, and related regulations (collectively referred to as "FERPA"). Any request for student records received by WestCare will be forwarded to GDOE immediately.
8. WestCare warrants that no person in its employment who has been convicted of a sex offense under the provision of Chapter 25 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of WestCare while on government of Guam Property. WestCare shall ensure compliance with Item No. 8 for the purpose of protecting GDOE students and staff from such sex offenders.

GDOE will perform the following services under the terms and conditions set forth in this MOU:

1. GDOE will encourage middle and high school youth to participate in the Coalition for a Drug-Free Dededo (Thrive) at their middle and high schools;
2. GDOE will provide WestCare program staff access to the school buildings and classroom space for program delivery as determined by authorized school officials during authorized hours;
3. GDOE will provide WestCare program staff access to middle and high school students who are program alumni for follow-up data collection, upon obtaining parental consent for such students;
4. GDOE shall ensure compliance with all applicable regulatory laws relating to student records, including, without limitation, FERPA; and
5. GDOE's counselors and social workers will assist WestCare in providing referrals to necessary services for participants and their families upon obtaining parental consent for said participant.