

X-E-1



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU) is executed this 26st day of November, 2018 (“Effective Date”) by and between Lemoore Union High School District (LUHSD) with its primary mailing address at 5 Powell Avenue, Lemoore, CA 93245 and **WestCare California, Inc.**, a 501 (c) (3) not-for-profit corporation (“WestCare”) with its primary address at 1900 N. Gateway Blvd, CA 93727. Collectively Contractor and WestCare are hereafter the “parties”

Recitals

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

WHEREAS, LUHSD is a public school system that provides education to individuals in grades 9-12. LUHSD believes that it would be beneficial to itself and its students to have WestCare provide on-site drug and alcohol and other counseling (collectively known as “Counseling” for the benefit of its students;

WHEREAS, Contractor and WestCare now desire to work together under the terms of this MOU to serve the needs of LUHSD students;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, 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 June 30, 2021 (“Term”). Foregoing notwithstanding, either party hereto may terminate this MOU for any reason upon not less than Thirty (30) days prior written notice to the other party.

Compensation

There will be no compensation from LUHSD to WestCare for services provided.

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 State and Federal laws, rules and regulations, HIPAA and 42 C.F.R., Part 2 and FERPA. 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.

Indemnification

Each party hereto shall indemnify, defend and hold the other party, including, without limitation, the other party's subsidiaries, affiliates, officers, directors, employees, representatives, independent contractors and agents harmless for, from and against any and all losses, expenses, costs, liabilities, damages, claims, suits and demands (including without limitation attorney's fees and costs) arising from or attributable to the negligent acts or omissions of the indemnifying party (including but not limited to the indemnifying party's officers, directors, employees, representatives, sub-contractors and agents).

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 party's address 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: Office of the General Counsel
1711 Whitney Mesa Drive
Henderson, Nevada 89014

Remedy and Waiver

In the event of any action or proceeding to compel compliance with, or with respect to any breach of this MOU, the prevailing party shall be entitled to recover all reasonable costs and reasonable expenses of such action or proceeding including without limitation its reasonable attorneys' fees and costs incurred in connection therewith regardless of whether any formal legal action is commenced or whether such fees and costs are incurred at or in connection with trial or appellate proceedings. Any failure by either party at any time to enforce or require the other party's compliance with any of the terms and conditions of this MOU shall not constitute a waiver of such terms and conditions in

any way, or the right of the non-defaulting party at any time to avail itself of any and all remedies it may have for any breach of said terms and conditions including without limitation any right to terminate this MOU. The remedies of the parties provided for in this MOU shall be cumulative with all other remedies that either party may have against the other party at law or in equity.

Entire Understanding

This MOU sets for 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 nor is otherwise transfer either party 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 State of California. The venue for any dispute arising under this MOU shall be a court of competent jurisdiction in Fresno County.

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 Contractors

The parties to this MOU are acting as independent contractors and independent employers. Nothing contained in this MOU shall create or be construed as creating a partnership, joint venture or agency relationship between the parties. Neither party shall have the authority to bind the other party in any respect.

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.

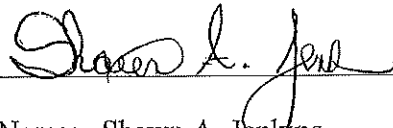
Contractor: Lemoore Union High School By: _____ Name: _____ Its: _____	WestCare WESTCARE CALIFORNIA, INC. a private 501 (c) (3) not-for-profit corporation By:  Name: Shawn A. Jenkins Its: Senior Vice President
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Exhibit A

WestCare California, Inc. And Lemoore Union High School District

The goal of this MOU between Lemoore Union High School District and **WestCare CA** Inc. is to support each while serving the needs of LUHSD students.

Through the collaboration between **WestCare, CA** and Lemoore Union High School District we will work to coordinate treatment services for those struggling with recovery and wellness.

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

1. WestCare will provide services at Lemoore High School, Jamison High School, Lemoore Middle College High School and Lemoore Online College Preparatory High School.
2. WestCare will provide individual and group counseling services to designated LUHSD students.
3. WestCare will provide all staff and supplies necessary to facilitate individual and group counseling.
4. WestCare will ensure all staff working on the school grounds have completed the appropriate background clearances per company policy.
5. WestCare will provide, at the request of LUHSD, any wanted or necessary documentation, reports, etc. as pertaining to the counseling services being provided without violating client right to privacy.

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

1. LUHSD will provide a space to conduct group counseling to the students and an office space to provide confidential, individual counseling to the students. All counseling sessions will be conducted at the school site. An agreement will be reached between LUHSD staff and WestCare as to the space allocation, time of service delivery and supervision of WestCare staff while on the LUHSD site.
2. LUHSD will provide monthly accessibility to students for Minor Consent eligibility application approval processes, including office space to provide confidential application.

WestCare expects to achieve program objectives and outcomes which include but are not limited to the following:

- o Reduce drug and alcohol use

- Reduce criminal behavior
- Reduce student disciplinary referrals
- Improve students attendance
- Improve students graduation rates
- Improve students grades

EVALUATION

WestCare and LUHSD shall monitor and evaluate the services under this MOU and shall communicate the results with each other including those indicated in the list of objectives stated above.