

MEMORANDUM OF UNDERSTANDING
BETWEEN
Guam Behavioral Health and Wellness Center
AND
UNIVERSITY OF GUAM

This AGREEMENT made this 1st day of November, 2015, by and between the UNIVERSITY OF GUAM, a public corporation established pursuant to Public Law 19-40, for and behalf of the Sociology Program, Social Work Program, Psychology Program, Nursing Program, Master of Science in Clinical Psychology Program, and the Master of Arts in Counseling Program, University of Guam, hereinafter referred to as "University" and Guam Behavioral Health and Wellness Center hereinafter referred to as "Agency".

WITNESSETH THAT:

WHEREAS, the University and Agency agree to exchange and to share certain resources with the objectives of increasing student skills and augmenting the educational experiences of students enrolled at the University; and

WHEREAS, the Agency believes that such affiliation will be of value to its continued operation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

The University Shall:

1. Assume full responsibility for planning and execution of educational programs including programming, administration, curriculum content, faculty appointment, faculty administration, and the requirements for matriculation, promotion and graduation.
2. Provide qualified individuals, by education and experience, as faculty who shall be responsible for instruction of students and for collaborating with appropriate Agency personnel in planning, selecting, and evaluating student experiences. Faculty must be oriented to the Agency.
3. Designate a liaison person(s) whose responsibility it shall be to confer regularly and at frequent intervals with the liaison person designated by the Agency, and with the other Agency officers as may be appropriate to insure maximum utilization of learning experiences and the establishment and maintenance of mutually beneficial working relationship.
4. Be responsible for assigning students to the Agency for experience. The University will provide the Agency with a planned schedule of student assignments, dates, names of students and instructors and written objectives for types of experiences desired during the time period. At least two weeks' notice is requested to allow for collaboration/approval by the Agency
5. Provide an orientation for the staff of the Agency regarding any educational program involving the Agency.
6. Provide students and faculty participating in these programs with all appropriate rules, regulations, and policies of the Agency (as provided by the Agency), and require that said students and faculty abide by those rules, regulations, and policies, where appropriate. (Any deviation from established rules, regulations, and policies must be accounted for via special policy statements arrived at through joint collaboration between Agency and University staff)

UNIVERSITY OF GUAM
DEPARTMENT OF GUAM BEHAVIORAL HEALTH WELLNESS CENTER

7. Instruct its students and faculty to respect and maintain the confidential nature of all information which they may obtain from clients and records of the Agency.
8. Collaborate with appropriate Agency staff in developing and revising operational plans related to numbers and levels of students assigned annual and weekly schedules, recording and reporting, and similar matters related to the implementation of this agreement, such details to be kept current and in writing.
9. Notify Agency when students are unable to communicate with their internship experience.
10. Provide the Agency with an evaluation of the students' internship experience within the Agency each semester.

The Agency Shall:

1. Grant the University use of Agency facilities, and provide orientation and make available materials needed for proper orientation of faculty and students: policy manuals, schedules, reporting forms, etc.
2. Designate a liaison person or persons whose responsibility it shall be to assist faculty in selection and coordination of student experiences appropriate to the various levels of learning.
3. Make available such space and facilities as may be needed for instruction for both students and faculty as agreed to between the parties.
4. Notify the University of any situations or behavior involving student and faculty, where the safety of any person is threatened or whereby the cooperative intent of this agreement is jeopardized.
5. Reserve the right, exercisable in its sound discretion, after consultation with the University of Guam to exclude any student or faculty from the Agency in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Agency and the best interest of the clients under service therein.
6. Make available emergency care to students and faculty who may become ill or who may be injured while on duty. Reports and billing of each serious illness or accident will be sent to the University.
7. Permit those employees of the Agency who have been approved by the UOG faculty to serve as on-site supervisors of students from the Sociology program, Social Work Program, Psychology Program, Nursing Program, Master of Science in Clinical Psychology Program, and the Master of Arts in Counseling Program. The service of the Agency employees as supervisors shall be deemed to be within the scope of their employment with the Agency.

The Parties Mutually Agree:

1. The physical and emotional care of clients shall be the joint responsibility of the staff and the designated faculty during student learning experiences. The Agency staff has the ultimate responsibility for the quality of service provided to clients of the Agency. The designated faculty member has the responsibility for student learning experiences and ensuring that students provide optimal, safe care to assigned clients.

2. Maintenance of positive relationship between the University and the Agency shall be an ongoing process involving mutual exchanges of information and continuous evaluation, including biannual meetings of faculty and Agency staff for the purpose of discussing mutual concerns and solving mutual problems.
3. This Agreement shall become effective November X, 2015 and will continue in full force and effect until terminated as hereinafter provided. The Agreement will be reviewed annually or may be modified upon request of either party and with the agreement of the other in writing at any time. It may be terminated by one party upon (6) months written notice to the other. Both parties agree that in the event the Agreement is to be terminated, arrangements for students to obtain internship experience will be made in order to ensure that students are provided with opportunities to meet program requirements.
4. In the operation of this agreement neither party shall discriminate on the basis of race, color, creed, national or ethnic origin, gender, religion, disability, age (except as permitted by law), disabled veteran, veteran of the Vietnam Era, marital or citizenship status.
5. Not to assign, transfer, convey or otherwise dispose of this agreement, or the right, title or interest therein, or the power to execute such agreement to any other person, company or corporation, without the previous consent in writing of the other party.
6. All notices hereunder shall be in writing signed by the initiating party, and shall be served either personally or by registered mail addressed as follows:

To University: Office of the Senior Vice President
UOG Station, Mangilao, Guam 96923

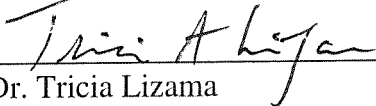
To Agency: Director
790 Governor Carlos G. Camacho Road
Tamuning, Guam 96913

or to such other addressee as may be hereafter designated in writing.


7. Each party agrees to hold the other harmless from actions or liability of any kind arising out of the negligent acts or omissions of either party under this agreement.
8. Each party warrants that no person shall provide services on its behalf in relation to this agreement who has been convicted of a sex offence under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed in the Sex Offender Registry. Any such person discovered to have been so convicted shall be immediately removed from working at the University, if applicable, and the appropriate supervisor shall be informed within twenty-four (24) hours. Failure to take corrective action after notice may result in the temporary suspension of this Agreement at the discretion of the discovering party.
9. This agreement constitutes the entire agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.


University of Guam:



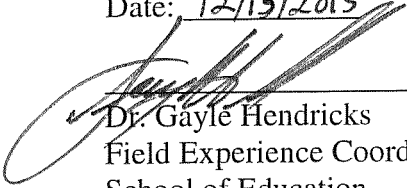
Dr. Tricia Lizama
Social Work Program Field Education
Coordinator
University of Guam
Date: 12/15/15




Dr. Ann Ames
Professor of Sociology and
Micronesian Studies
Date: 12-15-2015




Dr. Iain Twaddle
Professor of Clinical Psychology and
Micronesian Studies
Date: 12/15/2015




Dr. Gayle Hendricks
Field Experience Coordinator
School of Education
Date: 12-14-15




Dr. Margaret Hattori-Uchima, Dean
School of Nursing and Health Science
Date: 12/16/15




Dr. James Sellmann, Dean
College of Liberal Arts and Social Sciences
Date: 12-15-15



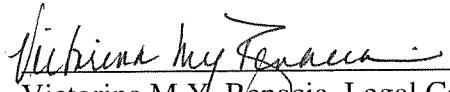
Dr. John Sanchez, Dean
School of Education
Date: 12/14/12



Dr. Anita B. Enriquez
Senior Vice President
Academic & Student Affairs
University of Guam
Date: 12/23/15

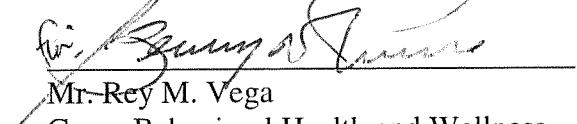


Dr. Robert A. Underwood, President
University of Guam
Date: 12/28/15



Victorina M.Y. Renacia, Legal Counsel
University of Guam
Date: 12/21/15

**Guam Behavioral Health and Wellness
Center:**



Mr. Rey M. Vega
Guam Behavioral Health and Wellness
Director
Date: 12/02/15

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