

Memorandum of Understanding

This Memorandum of Understanding ("Memorandum") is made and entered into as of September 25, 2023 and between the Boone County School District 8330 UA 42, Florence, KY 41042 and M Shannon Enterprises, dba Healing Haven Counseling ("Healing Haven"), 4375 River Rd. Hebron, KY 41048.

Recitals

- A. Boone County School District is a public school system serving students within the county.
- B. M Shannon Enterprises, dba Healing Haven Counseling is a mental health counseling practice based in Florence, Kentucky.
- C. The purpose of this agreement is to establish mental health services and support for eligible students with Healing Haven Counseling at Boone County school locations in Boone County, Kentucky.

Agreement

Boone County School District hereby agrees:

Boone County School District will determine the need for mental health referrals; referrals can be made by designated school counselors or other authorized school representatives. The specific referral process for the Boone County School District and Healing Haven Counseling will be mutually determined and agreed upon.

General guidelines for the referral process are listed below.

- a. A Boone County school counselor can make recommendations for mental health services that would benefit the student.
- b. Boone County personnel are contacted by the student or legal guardian.
- c. A request is made by the student or legal guardian for a referral for mental health counseling.
- d. A Healing Haven referral form or contact information is provided to the student or legal guardian.
- e. Legal guardian contacts Healing Haven to schedule an appointment at the school between a licensed professional therapist and the student with guardian.
- f. Therapist will provide the regular Healing Haven intake process that will include collection of consent forms, insurance cards and other appropriate intake information.
- g. Therapist will bill clients insurance, collect fees and/or insurance information for claim submission by Healing Haven Counseling.

Healing Haven Counseling hereby agrees:

- a. Healing Haven Counseling shall provide a qualified mental health professional who may be an employee or independent contractor, who has experience working with the identified population of children, youth and families.

- b. Healing Haven Counseling staff will support the Boone County School District policies related to youth safety and success.
- c. Healing Haven Counseling will be responsible for maintaining professional liability insurance for its staff.
- d. Healing Haven Counseling shall be responsible for maintaining certification by governing bodies and monitoring licensing of its personnel.
- e. All client records shall be maintained by Healing Haven Counseling.
- f. Billing will be completed between Healing Haven Counseling, insurance providers and the student's families. If insurance providers fail to pay Healing Haven Counseling for services rendered, Healing Haven Counseling retains the right to terminate services for the Member.

Indemnification

Each Party agrees to indemnify and hold the other party harmless from and against any and all claims, actions, liabilities, losses, demands and expenses, including, without limitation, attorneys fees, whether for injury to persons or loss of life, or damaged property related to or arising in any manner whatsoever out of the operation of the Boone County School District facilities by Healing Haven Counseling or anyone associated with Healing Haven Counseling, including but not limited to employees, agents, students, guests, and visitors, in accordance with Kentucky regulations.

Term

This agreement shall commence on September 25, 2023, and shall be renewed annually.

Termination

This agreement may be terminated by either party upon written 30-day notice. Termination shall be effective 30 days from the postmarked date of said notice without penalty to either party.

Independent Contractor

Healing Haven Counseling and the Boone County School District agree that in performance of the duties and obligation hereunder, each part is, and shall be, an independent contractor and shall not be considered to be an employee or agent of the other party to any extent or for any purpose, and nothing herein shall be construed to cause or create any such relationship. Nothing herein shall be construed as creating a single enterprise, joint venture, agency, partnership, joint employer relationship or other similar relationship between Healing Haven Counseling and the Boone County School District. Neither party shall be an agent or representative of the other party and shall have no authority to and shall not act for the other

party and shall have no authority to and shall not act for the other party or bind, or attempt to bind, the other part in or under any contract or agreement or to otherwise obligate the other party in any manner whatsoever.

Amendment

This Memorandum may be amended only by an instrument in writing executed by both parties.

Assignability

The obligations under this Memorandum are not assignable.

Notices

Any notices permitted or required to be given hereunder shall be given in writing as follows:

If to Healing Haven Counseling:

Joanne Sell – Office Manager
6900 Houston Rd. Suite 12
Florence, KY. 41042
jojo@healinghavenky.com
(310) 993-1329

Melanie Shannon - Owner
4375 River Rd.
Hebron, KY. 41048
mel@healinghavenky.com
(310) 619-8989

If to the Boone County School District:

Name: Kathleen G. Reutman - Executive Director, Student Community Services

8330 US 42
Florence, KY 41042

Email: Kathy.reutman@boone.kyschools.us
Phone: (859) 991-5363

Healing Haven Counseling By: Melanie Shannon, Owner

Signature

Date

Healing Haven Counseling By: Joanne Sell, Office Manager

Signature

Date

Boone County School District by:

Karen Byrd
Print Name

School Board Chairperson
Print Title

Signature

Date