

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") entered into this May 12th, 2015, (the "Effective Date"), by and between Hosparus Inc. ("Provider") and Jefferson County Public Schools ("School District").

WHEREAS, Provider is a 501(c)(3) nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky that provides grief counseling services;

WHEREAS, School District recognizes the need for students in grades Kindergarten through 12 and their families to receive grief counseling services from time to time;

NOW, THEREFORE, the parties desire to enter into this MOA for purposes of fulfilling the need of such students.

1. Obligations of Provider. Provider shall:

- a) Upon availability, make a Grief Counselor (the "Counselor") available to provide group, individual and family bereavement counseling ("Services") within the school setting;
- b) Determine, in Provider's sole discretion, the appropriate type of counseling for each individual student's need (i.e., group individual, or family sessions), the appropriate size of any group counseling sessions and the frequency of all sessions;
- c) Collaborate with School District to identify and contact students and their parents who may benefit from grief counseling services;
- d) Obtain written permission and student information from students and parents/guardians using the Hosparus Grief Counseling Center forms;
- e) Assess students' needs with respect to grief and loss, including risk and resiliency factors;
- f) Provide all materials for group, individual and family counseling;
- g) Communicate with parents and guardians regarding students' counseling needs and progress, as well as facilitate family sessions and parental coaching, as needed;
- h) Act in accordance with any and all applicable laws and regulations pertaining to the performance of Services hereunder;
- i) Carry and maintain professional and general liability insurance in amounts not less than One Million Dollars per occurrence, Three Million Dollars aggregate; and
- j) Provide a certificate of insurance evidencing the required coverage to School District upon request.

2. Obligations of School. School shall:

- a) Identify students who are in need of Services and make referrals to Provider;

- b) Collaborate with Provider to schedule mutually convenient counseling sessions;
- c) Provide adequate, private space that is free from interruption for individual and family counseling sessions;
- d) Provide adequate, private space that is free from interruption for group counseling sessions (ideally furnished with tables and chairs allowing students to work individually and in small groups, as appropriate);
- e) Ensure students are in the designated counseling area by the starting time of each session;
- f) Ensure teachers are aware of and encourage students' participation, as needed; and
- g) Ensure students are aware they are required to complete any and all class work missed as a result of their attendance.

3. Term and Termination. The term of this MOA shall be twelve (12) months, commencing on the Effective Date. Thereafter, this MOA shall automatically renew. Either party may terminate this MOA at any time by providing a minimum of thirty (30) days advance written notice to the other party.

4. Mutual Hold Harmless. Each party shall be responsible for the acts and omissions of itself and its employees and subcontractors and neither party agrees to indemnify or defend any other party for any such act or omission; provided, however, this MOA shall not constitute a waiver by any party of any rights to indemnification, contribution, or subrogation which such party may have by operation of law.

5. Legal Status of Relationship. Nothing in this Agreement is intended to create an employer-employee relationship, a partnership or other joint venture relationship, or any other legal relationship between the parties. The parties will not have any authority to execute any contracts on behalf of the other, or to bind each other in any way.

6. Notices. Any notices required or permitted to be given under this Agreement will be sufficient if in writing and hand delivered or sent by certified or registered mail, return receipt requested, addressed as follows:

Provider: Sharon A. Orman  
Senior VP/CFO  
Hosparus Inc.  
3532 Ephraim McDowell Drive  
Louisville, KY 40205-3224

School District: Carol Bartlett, Ph.D.  
Director, Family Resource & Youth Services Centers  
Jefferson County Public Schools  
VanHoose Education Center  
3332 Newburg Road  
Louisville, KY 40218

or to any other address as may be given by either party to the other by notice in writing pursuant to the provisions of this Section.

7. Miscellaneous Provisions. No amendment, modification or discharge of this MOA, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto. Neither party to this MOA shall assign the rights or delegate the duties or obligations of this MOA, or any portion hereof, without the prior written consent of the other party and, to the extent required, any applicable payor. The waiver by either party of a breach or violation of any provision in this MOA shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder. This MOA may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. In the performance of this MOA, the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin or other protected class in any manner prohibited by federal or state laws. This MOA is executed and delivered in the Commonwealth of Kentucky, and it will be governed by, construed and administered in accordance with, the laws of Kentucky. This MOA contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein.

IN WITNESS WHEREOF, the parties have executed this MOA as of the date first written above.

HOSPARUS INC.  
("Provider")

Jefferson County Public Schools  
("School District")

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Terri Graham, RN, MSN

Printed Name: Donna Hargens, Ed.D.

Title: VP and Chief Clinical Officer

Title: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_