

This Memorandum of Understanding (the “Memorandum”) is made on 3/9/19, by and between Be Well Counseling, of 7000 Houston Rd, Building 200, Set 16, Florence, Kentucky 41042 (hereinafter referred to as “BWC”) and Boone County Schools of 8330 US Highway 42, Florence, Kentucky 41042 (hereinafter referred to as “BCS”) for the purpose of achieving the various aims and objectives relating to Ethan’s Purpose (the “Project”).

WHEREAS BWC and BCS desire to enter into an agreement in which BWC and BCS will work together to complete the Project;

AND WHEREAS BWC and BCS are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each partners agree are necessary to complete the Project.

### **Purpose**

The purpose of this Memorandum is to provide the framework for any future binding contract regarding Ethan’s Purpose between BWC and BCS

### **Obligations and of the Partners**

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

### **Cooperation**

The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by BWC include
  - a. 55 minute counseling sessions at Conner High School in conjunction with Ethan’s Purpose

- b. Meet every other Friday for 55 minute sessions, to do dyadic counseling, not to exceed 4 sessions per Friday, aligned with the Boone County academic calendar (only when Boone County Schools are in session)
  - c. No payment will be exchanged between BWC and the student. BWC will submit an invoice to Ethan's Purpose for reimbursement at an agreed upon rate.
- b. Services to be rendered by BCS include:
  - a. The students who will receive these services will be determined and referred by Conner High School school counselors.
  - b. Conner High School will be responsible for creating and completing a referral form to include a brief student background and signed parent permission to be seen by Ben Wheeler, LPCA, for counseling sessions.

### **Resources**

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. BWC agrees to provide the following financial, material and labor resources in respect of the Project
  - a. Ben Wheeler, Licensed Professional Counselor Associate
- a. BCS hereby agrees to provide the following financial, material and labor resources in respect of the Project.
  - a. Conner High School will provide a physical space in which Ben Wheeler, LPCA, can meet with students for individual counseling for four (4) hours, two (2) Fridays a month.

### **Communication Strategy**

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

### **Liability**

No liability will arise or be assumed between the Partners as a result of this Memorandum

**Dispute Resolution**

In the event of a dispute of the between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter any binding contract to complete the Project.

**Term**

The arrangements made by the Partners by this Memorandum shall remain in place as long as both Partners are in agreement.

**Notice**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one party may have furnished to the other in writing.

**Governing Law**

This Memorandum shall be construed in accordance with the laws of the Commonwealth of Kentucky.

**Assignment**

Neither party may assign or transfer responsibilities or agreement made herein without prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**Amendment**

The Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

**Severability**

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### **Understanding**

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, or individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this Memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signatures of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of Ethan's Purpose:

### **Signatories**

This Agreement shall be signed on behalf of Be Well Counseling by Ben Wheeler, Licensed Professional Counselor Associate, and on behalf of Boone County Schools by .  
This agreement shall be effective as of the date determined by both Partners.

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Be Well Counseling

By Ben Wheeler, its Licensed Professional Counselor Associate

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Boone County Schools

4/18/19

By Karen Byrd, its School Board Chairperson