

## Memorandum of Agreement

This Memorandum of Agreement is made on June 01, 2024 by and between Elizabethtown Independent School System, 219 Helm Street, Elizabethtown, Kentucky, 42701, hereinafter "EIS" and Creative Counseling & Consultation, PLLC, 1518 Yorkshire Drive, Elizabethtown, Kentucky, 42701, hereinafter "CCC".

The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be 12 months unless terminated sooner in accordance with the terms of this Agreement (the "Term").

**GOALS AND OBJECTIVES.** The Elizabethtown Independent School System is contracting with Creative Counseling & Consultation, PLLC to provide therapeutic services to students within the school system. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

Creative Counseling and Consultation will provide therapeutic services to children and families within the EIS school district to enhance children's overall well-being, improve their outcomes, and increase their social-emotional competence. CCC will provide these services from a culturally competent, trauma-informed viewpoint, with the children and families best interests as a priority. Services may also be provided to staff as it relates to shared student needs, including consultation and education regarding potential diagnostic concerns regarding shared students. CCC may also be contracted to provide training to teachers and school groups at large.

### **OBLIGATIONS OF THE PARTIES.**

EIS shall perform the following obligations:

Provide space for each therapist, provide referrals, and engage in collaboration and consultation for the best interests of children and families' interests.

CCC shall perform the following obligations:

Provide therapeutic services to children and families, provide consultation to staff members, engage in collaboration to improve children's outcomes. EIS, unless otherwise arranged, will not be responsible for copays, co-insurances or other costs associated with seeing students. CCC will remit a quarterly invoice to EIS for services rendered as pro bono to students, including risk assessments, consultation, individual and group counseling which EIS can elect to pay should funds permit.

**CONFIDENTIALITY.** Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction;
- (ii) the information has come into the public domain through no fault of that party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

**RELATION OF THE PARTIES.** The nature of the relationship between EIS and CCC is that of a school system to counseling agency.

**REPRESENTATIONS AND WARRANTIES.** Each party to this Agreement represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

**TERMINATION.** Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

**REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control

("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**CONFIDENTIALITY.** Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

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

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Kentucky.

**SIGNATORIES.** This Agreement shall be signed on behalf of Elizabethtown Independent School System by \_\_\_\_\_ and on behalf of Creative Counseling & Consultation, PLLC by **Christopher Longoria** and effective as of the date first written above.

Elizabethtown Independent School System

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

Role: \_\_\_\_\_

Creative Counseling & Consultation, PLLC:

By: Christopher Longoria, LCSW, RPT-S Date: 5-10-24

Role: CCC Co-Owner