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Memorandum of Understanding

This Memorandum of Understanding (“Memorandum”) is made and entered into as of May 15, 2025 and between the Newport Independent School District 30 West 8th Street, Newport KY 41071 and M Shannon Enterprises, dba Healing Haven Counseling (“Healing Haven”), 31 Girard St., Florence, KY 441042

Recitals

- A. Newport Independent School District is a public school system serving students within Newport.
- 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 Newport Independent school locations in Newport, Kentucky.
- D. This MOU supercedes all prior agreements between the parties.

Agreement

D. Newport Independent School District hereby agrees:

- a. To provide private office space that protects client confidentiality to Healing Haven therapists working on site.
- b. Wi-Fi access will be provided to Healing Haven therapists.
- c. To provide referrals per the General Guidelines for the Referral process (see section F below).

E. 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 Newport Independent 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.



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- 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.

F. General guidelines for the referral process

Newport Independent 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 Newport Independent School District and Healing Haven Counseling will be mutually determined and agreed upon.

- a. A Newport Independent School District school counselor can make recommendations for mental health services that would benefit the student.
- b. Newport Independent School District 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 a 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. Therapists will bill clients insurance, collect fees and/or insurance information for claim submission by Healing Haven Counseling.

G. 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 Newport Independent 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.

H. Term

This agreement shall commence on May 15, 2025, and shall be automatically renewed annually unless either party terminates in writing.



I. 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.

J. Independent Contractor

Healing Haven Counseling and the Newport Independent 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 Newport Independent 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.

K. Amendment

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

L. Assignability

The obligations under this Memorandum are not assignable.

M. 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
31 Girard St. Florence, KY 41042
Jojo@healinghavenky.com
(310) 993-1329

Melanie Shannon - Owner
31 Girard St.
Florence, KY 41042
mel@healinghavenky.com
(310) 619-8989



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If to the Newport Independent School District:

Name & Title: _____

30 West 8th Street
Newport KY 41071

Email: _____

Phone: _____

Healing Haven Counseling By: Melanie Shannon, Owner

Signature

5/12/25

Date

Healing Haven Counseling By: Joanne Sell, Office Manager

Signature

5/12/25

Date

Newport Independent School District by:

Print Name

School Board Chairperson
Print Title

Signature

Date