

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this 15th day of May, 2024.

BETWEEN:

LFUCG

200 E. Main Street, Lexington, KY 40507

(the "Client")

- AND -

Andrews Counseling & Consulting, PLLC of 114 Pasadena Dr, Lexington, KY 40503, USA

(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of: *Andrews Counseling & Consulting is committed to providing psychoeducational groups focusing on therapeutic interventions in a group setting. These groups will center on topics such as gun violence, ecological trauma (community violence), and grief.*

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date that both parties have executed this Agreement and will remain in full force and effect for a term of eight weeks starting June 3, 2024 through July 26, 2024.
4. Either Party may terminate this Agreement at any time for any reason by giving thirty (30) days advance written notice.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

6. For the services rendered by the Contractor as required by this Agreement, the total amount of compensation paid to Contractor shall not exceed \$ 28,000. Client will provide compensation (the "Compensation") to the Contractor as follows: The ratio expected--1 Licensed therapist to every 12 attendees is approximately four groups, given we have approximately 48 attendees. Our rate per attendee would be \$125 for a 90-minute group; however, this would be, at most, a total of \$28,000 for this contract

Reimbursement of Expenses

7. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.
8. The Contractor will furnish vouchers to the Client for all such expenses.
9. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
10. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
11. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.
12. Parties agree that this provision shall not be interpreted so as to violate the Kentucky Open Records Act.

Ownership of Materials and Intellectual Property

13. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Contractor. This includes PowerPoint, books, handouts, and any related intellectual property.
14. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.
- 15.

Return of Property

16. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

18. **Exhibit A**

Scope of Services

Psycho-Educational Services

CONTRACTOR shall provide psycho-educational services to attendees. Such services may include, but are not limited to: Anger Management, Self Esteem, Coping with Grief, and other psychoeducation programs.

Psycho-educational Services Curriculum: All psycho-educational programming shall include services that are considered evidence-based practices (EBP), best practices or promising practices and shall be held in accordance with their identified guidelines. Specific tools, activities, and methods to be used may already be outlined in the EBP, best practices, or promising practices training/curriculum chosen.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- a. LFUCG: 200 E. Main Street, Lexington, KY 40507
 - b. Attn: Devine Carama

 - c. Andrews Counseling & Consulting, PLLC
114 Pasadena Dr, Lexington, KY 40503, USA

20. .

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment

22. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

24. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

27.

Governing Law

28. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Kentucky, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____th day of _____, 2024.

LFUCG

Per: _____(Seal)

Andrews Counseling & Consulting, PLLC

Per: _____(Seal)