

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into on this date _____ ("Effective Date") by and between: Comprehensive Counseling Center LLC (the "FirstParty") and _____ (the "Second Party", both of whom are collectively known as the "Parties,"

WHEREAS the First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the Agreement for non legal involvement (the "Project").

AND WHEREAS the First Party and the Second Party are desirous to enter into an MOU between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

1. Purpose and Scope. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that the Parties have agreed upon, if applicable.

As further outlined below, both parties will collaborate on the following:

The main objective(s) of the Project:

- Individual client engaging in treatment with Comprehensive Counseling Center LLC will not request nor engage this practice or individual clinicians in any legal cases this individual may be involved in or any future legal cases this individual client may find themselves engaged in.

2. The Parties' Obligations. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

3. Cooperation. The Parties represent that they have unique, specialized expertise that they will draw upon to meet the objectives of the Project.

The First Party will use the following unique experiences and expertise to further the objectives of the Project:

- Comprehensive Counseling Center LLC agree to provide psychological, psychotherapeutic services for each individual client who seeks to receive psychotherapeutic services with Comprehensive Counseling Center LLC.

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The Second Party will use the following unique experiences and expertise to further the objectives of the Project:

- Each individual client will agree and understand that Comprehensive Counseling Center LLC will not release PHI for the purposes of legal cases that the individual client may be involved in or become involved in. This includes Individual clients' family members as well.

4. Responsibilities.

The First Party shall undertake the following activities under this MOA:

- To provide psychotherapeutic services.

The Second Party shall undertake the following activities under this MOA:

- To abstain and agree not to request nor have any legal entity nor individual lawyer request PHI information from Comprehensive Counseling Center LLC at any time during treatment stay with Comprehensive Counseling Center LLC nor any time in the future. This includes family members and extended family members of client receiving treatment from Comprehensive Counseling Center LLC.

5. Resources. The Parties will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the Project.

6. Dispute Resolution. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and arbitrated in an attempt to resolve any and all issues between the Parties.

7. Governing Law. This MOU shall be construed in accordance with the laws of the State of New Jersey.

8. Assignment. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

9. Amendment. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

10. This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose and Scope" section unless otherwise amended, see attached timeline and list of objectives for the Project, if applicable.

11. Prior Memorandum Suspended. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

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12. Understanding. By signing this MOU, both Parties of this MOU mutually agree and understand that:

Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.

13. Notice. All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if:

I. Delivered by hand or

II. Mailed by domestic registered or certified mail with prepaid postage, after 14 business days since the date postmarked.

Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that had not been returned to the sending Party.

14. Severability. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

15. Authorization and Execution. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities, the objectives stated herein.

The MOU shall be signed by the First Party's Representative Lori Phelan, Owner/Director and the Second Party and shall be effective as of the date first written above.

Date: _____

Comprehensive Counseling Center LLC

Lori Phelan, Owner/Director Lori Phelan, LCSW Date: _____

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