

**NORTHAMPTON COUNTY SCHOOLS
MEMORANDUM OF AGREEMENT FOR
COUNSELING SERVICES FOR STUDENTS**

This memorandum of agreement for professional counseling services (the "Agreement") for students is made and entered into this 13th day of December, 2018 between the Northampton County Board of Education (the "School System"), 701 N Church Street, Post Office Box 158, Jackson, NC 27845-0158, and Clinton Williams d/b/a CW Counseling Services (the "Provider"), 608 Suite B Jackson Street, Roanoke Rapids, NC 27810.

For and in consideration of the mutual promises set forth in the Agreement the parties do mutually agree as follows:

1. Obligations of Provider. Provider shall be allowed to provide services to its student clients on School System property as follows:
 - 1.1. Provider may provide counseling services to student clients at designated times and sites as specifically authorized and approved by the School System. Provider shall sign in at the school's main office at the beginning of any visits.
 - 1.2. Provider shall have the written consent of the student's parent or guardian for each individual meeting with a client student on school property. The consent shall specify whether the parent consents to Provider meeting with client student before school, after school, during lunch, and/or during instructional time. A copy of such consent shall be provided to School System prior to providing any services on School System property to a specific client student.
 - 1.3. Prior to each meeting with a client student during instructional time, Provider shall obtain prior written permission of the school principal and the Superintendent or Superintendent's designee.
 - 1.4. Provider agrees that visits with client students (i) will not interfere with the learning of other students; (ii) will not disrupt the school environment or delivery of instruction for the other students; and (iii) will not unreasonably interfere with the School System's provision of services to the client student. Provider further agrees that the decision of the principal or Superintendent regarding the provision of services on school property shall be final.
 - 1.5. Qualifications of Provider. Provider warrants that (a) it is an experienced and Licensed Independent Practitioner or individual having the ability and skill necessary to perform all the services required of it under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules and regulations which are applicable to this Agreement; (d) all recommendations, advice, analysis, and representations made during the provision of services pursuant to this Agreement shall accurately meet, reflect, and incorporate all such laws, rules, and regulations; (e) it shall exercise the abilities, skill, and care customarily exercised by licensed and qualified providers of comparable services who practice in Northampton County or in similar communities throughout the term of this Agreement; and (f) all work done and

services rendered in connection with this Agreement shall be performed by fully qualified personnel who are appropriately licensed and legally entitled to perform the services provided.

1.6. Records Maintenance. Provider shall maintain written documentation of any professional service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.

2. Obligations of the School System.

2.1. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of school, and an alternate date cannot be agreed upon, the School System will be under no obligation to provide space to Provider for services to its student clients on said occasions.

2.2. Space and Equipment. The School System agrees to (i) provide areas adequate for the provision of the professional services when the areas are not otherwise needed for school purposes. Provider shall only use such space solely for the purpose of providing the services to its student clients as authorized in this Agreement.

2.3. School System shall not be responsible in any way for the provision of services pursuant to this Agreement.

2.4. School System offers Provider the use of its facilities to meet with client students at no charge in recognition of the benefits of these services to both the students and school system.

3. Term. The term of this Agreement will commence on January 1, 2019, and end on December 31, 2019 unless sooner terminated as herein provided.

4. Termination for Convenience. The School System may terminate this Agreement at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination.

5. Funding. It is understood and agreed between Provider and the School System that the School System has no financial obligation under this Agreement.

6. Insurance. Provider agrees to maintain \$1,000,000 in general liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Agreement. The Northampton County Board of Education shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Agreement and shall be grounds for immediate termination of this Agreement.

7. Taxes. Provider shall take full responsibility for how all federal, state, and FICA taxes for all employees participating in the provision of services provided under this Agreement.

8.

Monitoring and Auditing. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Agreement. The School System agrees that it will maintain the confidentiality of any identified and actual trade secrets of Provider or client information accessed during an audit conducted under this Agreement.

9. Confidentiality of Student Information. Provider agrees that it shall not have access to any student records or personally identifiable information contained in student records solely as a result of this Agreement. In the event a parent consents in writing to the release of specific student records, Provider shall keep all student records in a secure location preventing access by unauthorized individuals. Provider further agrees that such records shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations. Nothing in this Agreement gives Provider any right to access any student records or personally identifiable information.
10. Lunsford Act/Criminal Background Checks. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The School System also does not want anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes to have any contact with students at any time services are being provided pursuant to this Agreement regardless of the location. Therefore, Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and personnel ("Contractual personnel") who will engage in any services on or delivery of goods to School System property or at a School System sponsored event, or in any way interact with any School System students pursuant to this Agreement, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its Contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this Agreement obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all Contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check

of the registries as to each Contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, the School System may conduct additional criminal records checks at the School System's expense. If the School System exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the School System for all Contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new Contractual personnel who may deliver goods or provide services under the Agreement. The School System reserves the right to prohibit any Contractual personnel of Provider from delivering goods or providing services under this Agreement if the School System determines, in its sole discretion, that such Contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

11. Criminal Background Checks. Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Agreement on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider's execution of the Agreement and prior to performing any services on School System property. Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Agreement if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System's students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for School System to conduct additional criminal record and background checks at its sole expense at any time during the term of this Agreement. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Agreement, along with any other information reasonably requested by School System for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Agreement if the School System determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.
12. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages,

losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

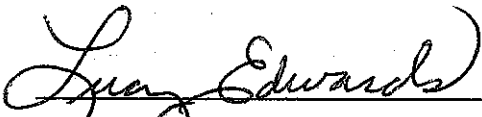
13. Relationship of Parties. Provider shall be an independent contractor, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee or agent of Provider be construed as an employee, agent, or principal of the School System.
14. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Provider shall not employ any individuals to provide services on School System property who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Provider shall also ensure that any of its consultants (of any tier) will remain in compliance with these laws at all times while providing services in connection with this Agreement. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
15. Restricted Companies Lists. Provider represents that as of the date of this Agreement, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Agreement, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
16. N.C. Gen. Stat. § 14-234 Exception. Provider acknowledges that the Provider's use of School System space and equipment pursuant to this Contract may be a prohibited pursuant to N.C. Gen. Stat. § 14-234 (a)(1), but N.C. Gen. Stat. § 14-234 (d1) provides an exception to this prohibition if it applies. Provider and the School System agree to comply with all of the conditions in N.C. Gen. Stat. § 14-234 (d1) during the term of this Agreement, including the auditing and posting requirements. Provider and the School System further agree that the Northampton County Board of Education's vote to authorize Provider to enter into this Contract on December 13, 2018 in open session, and the inclusion of a record of the vote in the minutes at a subsequent meeting, shall satisfy the approval requirement in N.C. Gen. Stat. § 14-234 (d1)(1).
17. Applicable Northampton County Board of Education Policies. Provider acknowledges that the Northampton County Board of Education has adopted policies governing conduct on all property owned by the Board of Education and agrees to abide by any and all relevant board policies while on its property. Provider acknowledges that these policies are available online on the School System's website. In particular, Provider

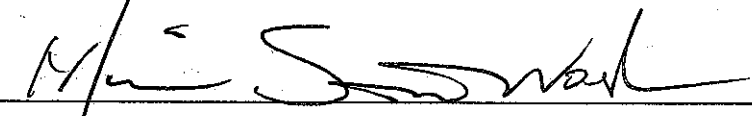
acknowledges that it has received copies of or has access to (via the Northampton County Schools' website) and will abide by all applicable Northampton County Board of Education policies, including but not limited to policies related to conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students.

18. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the School System.
19. Agreement Modifications. This Agreement may be amended only by written amendments duly executed by and between the School System and Provider.
20. North Carolina Law. North Carolina law will govern the interpretation and construction of the Agreement.
21. Entire Agreement. This Agreement, including any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
22. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
23. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

NORTHAMPTON COUNTY BOARD OF EDUCATION

By:  (Seal)
Lucy Edwards, Vice Chair

Attest:  (Seal)
Dr. Monica A. Smith-Woofter, Superintendent

CLINTON WILLIAMS D/B/A CW COUNSELING SERVICES

By:  1/8/19 (Seal)
Clinton Williams

Attachment A

Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, Clinton Williams (insert name), CEO (insert title) of CWCS, Inc. (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all memorandum of agreement personnel (employees, agents, ownership personnel, or memorandum of agreement) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Memorandum of agreement Personnel Names

Job Title

- | | | |
|----|----------------------------|-------------|
| 1. | <u>Clinton M. Williams</u> | <u>LPCS</u> |
| 2. | <u>Chester Smith</u> | <u>LPC</u> |
| 3. | <u>Travis Shawlas</u> | <u>LPCA</u> |
| 4. | <u>Latoria Fleming</u> | <u>LPCA</u> |
| 5. | _____ | _____ |

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

Clinton M. Williams (print name)
CEO (title)

[Signature] (signature)
1/8/19 (date)

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