



Memorandum of Agreement (MOA)

THIS AGREEMENT entered into this ____ day of _____, in the year 2024 (“Effective Date”) by and between the Family Therapy Training Institute of Miami (hereinafter referred to as the "Institute" or as “FTTIM”) and ____ (hereinafter referred to as "Agency") whose address is _____. In consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **TERM OF AGREEMENT**

Performance of this Agreement shall commence upon the date this Agreement is executed and shall not extend beyond the estimated completion date of _____ unless further extended by amendment of this Agreement, which shall be in writing and signed by all parties to this Agreement. Either Agency or the Institute may terminate this Agreement upon ten (10) days written notice for any reason.

2. **SERVICES**

The Institute will provide the following services as part of this Agreement:

- a) Brief Strategic Family Therapy License Agreement as per attached Addendum A
- b) Itemization of services per Addendum B
- c) The Competency Panel Accreditation to each trainee provided the trainee has treated a minimum of 5 families with BSFT, as indicated on the Supervision Practicum Reports.
- d) The Institute will be responsible for actual program presentation and for providing any materials to be distributed to program participants.
- e) For any onsite training, Agency will be responsible for arranging space and logistics for the program, any publicity desired, and will otherwise provide all necessary support services required for the program, including audio-visual equipment such as an LCD projector and speakers, and a computer/laptop with USB ports. If any online training is conducted, Agency will provide the participants with the ability to partake/communicate in this virtual training, to receive Zoom email invitations, and to log into Zoom. The Institute uses a HIPAA-compliant Zoom platform.
- f) If this contract includes Supervision and/or Adherence services, Agency will provide each trainee with cameras capable of videotaping family sessions for at least a 1.5-hour duration. Agency will provide access to video tapes of said family sessions to FTTIM by uploading them into a HIPAA-



compliant file-share website that Agency will provide (such as OneDrive or Dropbox). Any fees that may be required by such a website for Agency to upload said videos will be the responsibility of Agency. Any fees that may be required by such a file-share website for FTTIM to view said videos will be the responsibility of FTTIM.

3. COMPLIANCE WITH FEDERAL, STATE, & LOCAL LAWS

In connection with the performance of this Agreement, both parties shall comply with all applicable laws, ordinances, and codes of Federal, State and Local Governments.

4. TERMINATION

This Agreement may be terminated as set forth below or upon termination of the Agreement term, as set forth in this Agreement:

- a) Mutual Consent. At any time, the parties may mutually agree to terminate the Agreement. Mutual Consent must be documented in writing and signed by both parties.
- b) Written Notice. Either party may terminate the Agreement at any time by providing thirty (30) days written notice to the other in accordance with the terms of this Agreement. In such event, the Agreement shall terminate thirty (30) days from the date notice is received by the other party, unless the parties agree to a different date.
- c) Loss of Funding. This Agreement will terminate immediately if the funds intended to be used become unavailable. In such case, Agency will promptly notify the Institute.
- d) Fulfillment. Agency may terminate this Agreement at any time if it deems the Institute has not fulfilled the services under this Agreement. In such case, Agency will provide the Institute written notice outlining the basis for termination and provide the Institute ten (10) days opportunity to cure.
- e) Cause. Agency may terminate the Agreement for Cause after providing the Institute written notice outlining the basis for termination and accord FTTIM ten (10) days opportunity to cure, should FTTIM not remedy the Cause within the cure period at any time, with or without notice. “Cause” shall mean any of the following:
 - i. The Institute materially breached this Agreement or refused to perform the services/duties required in/of this Agreement and failed to correct the breach/failure.
 - ii. The Institute failed to comply with any Agency policies applicable to independent contractors and failed to correct the failure.



- iii. The Institute was convicted of or indicted for a felony or any crime of fraud of dishonesty;
 - iv. The Institute was adjudged by a court of having committed of an act of moral turpitude, including any act of fraud, embezzlement, theft, misappropriation, or material misuse of Agency assets;
 - v. The Institute engaged in any act that was intended to cause, or that actually caused, damage to Agency's reputation or credibility. However, nothing in this Agreement shall preclude the Institute from making truthful statements that are required by applicable law, regulation, or legal process or that relate to workplace discrimination, harassment, or retaliation claims where such disclosures are made to law enforcement, the EEOC, the New Jersey State Division of Civil Rights (DCR), any local commission on human rights, or Institute's attorney. This Agreement also does not prevent disclosure of facts and circumstances connected with sexual harassment claims, initiating or participating in an agency investigation, or disclosing facts necessary to receive public benefits;
 - vi. The Institute disclosed or used Agency's confidential information in violation of Section 7 of this Agreement;
 - vii. The Institute became unable to perform their essential functions under this Agreement without reasonable accommodations; and
 - viii. The Institute engaged in any other form of misconduct causing or intending to cause harm to Agency.
- A. Upon termination, the Institute shall deliver to Agency all work in progress, work products, and any other information the Institute obtained or otherwise accumulated in the course of their performance of the Agreement.
 - B. Upon termination, payments under this Agreement shall cease; providing, however, that the Institute shall be entitled to payments for services the Institute performed prior to the date of termination for which the Institute has not yet been paid.

5. INDEMNIFICATION

Agency agrees to indemnify and hold harmless the Institute, its officials, employees and agents (collectively referred to as "Indemnities") against any and all losses, expenses, claims, actions, lawsuits and judgments thereon (including attorney fees through the appellate levels), which may be brought



against Institute Indemnites by reason of personal injury, illness or death to any person, or loss, damage or injury to property, arising out of or reasonably attributable to the negligent acts or omissions of Agency, its employees or agents, provided that any loss, liability or damage resulting from acts of negligence or willful malfeasance or misconduct by the Institute Indemnites is excluded from this agreement to indemnify and hold harmless.

The Institute will indemnify and save harmless Agency from all liability from loss, damage or injury to persons or physical tangible property in any manner arising out of the solely negligent acts or omissions of Institute provided that any loss, liability or damage resulting from acts of negligence or willful malfeasance or misconduct by Agency, its employees or agents is excluded from this agreement to indemnify and hold harmless.

The provisions of this Section 7 shall continue after the termination or expiration of this Agreement.

6. CONFIDENTIALITY

The Institute and the Agency agree to maintain the confidentiality of patient records, which will include all video/audio taped material of therapy sessions or parts of therapy sessions and each Agency trainee will sign a confidentiality agreement that guarantees the privacy of individuals seen/heard in the Institute's training materials as required by the Institute. Each trainee will have also completed the Health Insurance and Portability and Accountability Act (HIPAA) training required by the Agency.

7. NON-DISCRIMINATION

Both Institute and Agency agree that they shall not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic, or other unlawful basis of discrimination unrelated to performance of the work.

8. COPYRIGHT

Certain BSFT-related materials, concepts, ideas, and publications were created using government grants, and as such have been dedicated to the public domain. Such materials include express dedications to the public. The BSFT Curriculum and Training Program along with other works of authorship contained on the Institute's websites www.bsft-av.com and www.fttim.com (collectively, "Materials") unless otherwise stated, are the property of the Institute. Except where expressly



disclaimed or dedicated to the public, the Materials are protected by copyright and other intellectual property laws. Information received in a training program or through the website is for personal, noncommercial use only. Except where expressly disclaimed or dedicated to the public, Materials may not be reproduced or retransmitted in whole or in part, in any manner, without the prior written consent of the Institute. Requests for permission to reproduce or distribute materials should be emailed to the Institute Administrator at info@bsft-av.com.

9. **LAW**

This Agreement will be interpreted and construed in accordance with and governed and enforced by the laws of the state of Florida. Miami-Dade County shall be the exclusive venue and jurisdiction for any legal action related in any way to this Agreement or the service provided hereunder in all cases where such action is initiated by the Institute. By executing this Agreement, Agency expressly and irrevocably accepts the personal jurisdiction of the state and federal courts sitting in Miami-Dade County.

10. **WHOLE AGREEMENT**

This Agreement constitutes the sole and exclusive understanding and agreement between the parties with respect to the subject matter hereof and shall not be modified except in writing by the parties.

11. **SEVERABILITY**

If any one or more of the words or terms of this Agreement shall be held to be indefinite, invalid, illegal or otherwise unenforceable, in whole or in part, for any reason, by any court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect, and shall be construed as if such indefinite, invalid, illegal or unenforceable words or terms had not been contained herein.



IN WITNESS THEREOF, the parties have executed this agreement by their duly authorized officers on the date first herein set out:

Family Therapy Training Institute of Miami

Signature: _____

Name: Olga E. Hervis, MSW, LCSW

Date: _____

Agency

Signature: _____

Name: _____

Date: _____

SEE NEXT PAGE ADDENDUM A



ADDENDUM A

Family Therapy Training Institute of Miami (FTTIM™)
The Brief Strategic Family Therapy® (BSFT®) Licensing Agreement

THIS LICENSING AGREEMENT (“Agreement”) is executed this ____ day of ____, in the year 2024 (“Effective Date”), by and between Family Therapy Training Institute of Miami, a Florida corporation (“FTTIM”), on behalf of its Brief Strategic Family Therapy® (“BSFT®”) Program, and ____an (“Agency”) (“Corporation”).

WITNESSETH

WHEREAS, FTTIM (“Institute”) has been designated as a duly authorized trademark agent with all rights and responsibility in perpetuity to use and disseminate the mark in compliance with trademark requirements and obligations of the Brief Strategic Family Therapy® and BSFT® trademarks (“BSFT Mark”) and has used the BSFT Mark in commerce in various forms for an extensive and continuous period of time for purposes relating to the provision of Institute’s goods and services, such use is well known and recognized by the general public and associated with Institute, and shares all common law rights in the BSFT Mark;

WHEREAS, the BSFT model is a research-based, family-focused therapy program, which is designed to improve family interactions, treat both internalizing and externalizing problems and reduce delinquency and drug use in youths aged 6 to 18 years;

WHEREAS, Agency desires to obtain a license from Institute to hold itself out as a BSFT® Provider and obtain certain attendant services of Institute as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, it is agreed by and between Institute and Agency as follows:

1. LICENSE

Subject to the provisions of this Agreement, Institute grants to Agency a non-exclusive, limited, revocable, non-transferable, non-sublicensable license (“License”) to hold itself out as a Brief



Strategic Family Therapy® (BSFT®) Provider. In that respect, Agency may state that it is receiving BSFT training, supervision, and fidelity monitoring from the Family Therapy Training Institute of Miami (“Institute”). Agency may use, without making alterations, the following item of Intellectual Property (the License IP).

Brief Strategic Family Therapy® (BSFT®)

Solely for the limited purpose of marketing their BSFT® Therapist(s) and, thereby, their practice, provided Agency maintains:

- a) said Therapist(s) under the Institute’s periodic BSFT® fidelity program to ensure adherence to the model, and
- b) programmatic structure that ensures BSFT® utilization, sustainability, and viability drivers.

2. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall expire on this ____ day of ____ in the year ____ (“Initial Term”), unless sooner terminated as set forth below or extended by a written amendment executed by both parties for one or more renewal terms (each a “Renewal Term”). The Initial Term and any subsequent Renewal Terms are hereinafter collectively referred to as the “Term”.

B. This Agreement may be terminated at any time by written mutual agreement of the parties.

C. This Agreement may be terminated at any time by Institute in the event that (i) Agency commits a material breach of this Agreement and fails to cure such material breach within thirty (30) days after receipt of written notice from Institute, or in the event, (ii) Agency cancels its program, or (iii) such cancellation is required by law.

D. Either Institute or Agency may terminate this Agreement for convenience upon ninety (90) days written notice to the other party.



E. Upon termination or expiration of this Agreement, all rights and privileges granted to Agency shall immediately terminate. Agency agrees that as of the effective date of the termination or expiration of this Agreement, Agency shall (i) discontinue any and all use of the BSFT® Mark covered by this Agreement, (ii) not use, display, manufacture or distribute any materials bearing the BSFT® Mark from that day forward, whether in print or electronically, (iii) make no further reference to the BSFT® Mark in connection with Agency's business or advertising, and (iv) immediately return to Institute all materials as may have been delivered to Agency in connection with the performance of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement.

F. Upon termination or expiration of this Agreement, Agency shall immediately pay all outstanding amounts due to the Institute. The provisions of this paragraph shall survive termination or expiration of this Agreement.

See next page Addendum B



BSFT Addendum B Description of Services
WORKSHOPS
Organizational Prep Workshops (2 half-days online)
Organizational Readiness Workshops (1 full day onsite)
Trainee Workshop # 1 (3 continuous days onsite)
Trainee Workshop # 2 (2 continuous days onsite)
Trainee Workshop # 3 (2 continuous days onsite)
Booster Workshop Online For Trainees (as 2 half-days) (agenda TBD as needed)
Up to 2-3 "auditors" can attend those trainee workshops -
ESTIMATED SUPERVISION PRACTICUM*
Trainees will be "paired" to receive the Supervision consultation sessions
Supervision Practicum Package per Trainee provides 16 video-review sessions (Agency has 4 Trainees)
Supervision Practicum Package per Trainee provides 16 Zoom consultations sessions (Agency has 4 Trainees)
LICENSING/IMPLEMENTATION SERVICES
SITE LICENSING
IMPLEMENTATION SUPPORT PACKAGE
ADHERENCE FIDELITY PHASE
Adherence Supervision Package per Trainee provides 2 video-review sessions (each Agency has 4 Trainees)
Adherence Supervision Package per Trainee provides 2 Zoom consultation sessions (each Agency has 4 Trainees)
Adherence Supervision Package per Trainee provides 2 performance reporting (each Agency has 4 Trainees)
RETRAINING ESTIMATE
To account for potential attrition there will be one joint training program delivered online to new clinicians from the agencies who will partake together. Maximum attendance is 8 new trainees
Trainee Workshops #1, (joint agencies attend 6 half-days training)
Trainee Workshops #2 (joint agencies attend 4 half-days training)
Trainee Workshops # 3 (joint agencies attend 4 half-days training)
Supervision Practicum Package per new Trainee provides 14 video-review sessions
Supervision Practicum Package per new Trainee provides 14 Zoom consultations
To become BSFT accredited, the trainee must have treated a minimum of 5 families with the model BSFT as indicated in the Supervision Practicum Reports
<u>For the 1st Organizational online, up to 10 such stakeholders can attend. For the 2nd onsite, we encourage up to 20 to attend</u>
<u>Organizational Readiness Workshops:</u> This includes referral sources, admin personnel, direct supervisors of trainees, decision-makers
SUPERVISION NOTES:
<u>TRAINEES MUST HAVE 3-5 FAMILIES FOR TREATMENT BY THE END OF WORKSHOP # 1 TO AVOID SUPERVISION DELAYS</u>
<u>Each session consists of: FTTIM Supervisor reviewing the family tapes of the pair and a 2 hour Zoom consultation review with the Pairs.</u>
Supervision must begin within a few days after Workshop # 1.