

PROFESSIONAL SERVICES CONTRACT

This Contract entered into by and between **Gibson County Director of Special Services (“Gibson”)** and **Mindful Growth, LLC** (“the Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:
 - a. Complete psychoeducational evaluations as endorsed and approved by the National Association of School Psychologists practice model as requested by Gibson within the following schools and/or school districts:
 - i. East Gibson School Corporation (primary site)
 - ii. South Gibson School Corporation (primary site)
 - iii. North Gibson School Corporation (secondary site as needed)
 - b. Conduct a maximum of 80 evaluations at the set reimbursement rate of \$144,000 per school year.
 - c. Determine and provide a recommendation for eligibility for special education and related services in accordance with TITLE 511 ARTICLE 7 of the Indiana Administrative Code
 - i. Upon receipt of a request for a student evaluation from Gibson, Contractor, Gibson staff, and school staff shall jointly gather necessary information (i.e., data review and analysis, teacher and parent and/or guardian interviews, cognitive and/or academic achievement screens) to determine the appropriateness of an evaluation.
 - ii. If the multidisciplinary team determines an evaluation request to be appropriate, Contractor shall conduct psychoeducational evaluations in accordance with Title 511 Article 7 of the Indiana Administrative Code.
 - iii. If the evaluation request is determined inappropriate, Contractor shall issue a Notice of Refusal to Evaluate through the Indiana Department of Education LINK portal.
 - d. Provide psychological and educational evaluations for students as requested by Gibson.
 - i. If an evaluation request under section 1 (b) of this contract is determined appropriate, Contractor shall conduct psychoeducational evaluations in accordance with Title 511 Article 7 of the Indiana Administrative Code.
 1. All psychoeducational evaluation materials, including hardware and software, pursuant to this contract will be provided by the Contractor for use by the Contractor in furtherance of this contract.
 - ii. For those students for whom a psychoeducational evaluation is completed pursuant to this contract, Contractor shall deliver notice of results to all relevant school official parties prior to the Case Conference Committee (CCC) meeting.
 - iii. Contractor shall attend the case conference meetings and present all evaluation data either virtually or in person as scheduling allows.

2. **Reimbursement.** Contractor shall be paid a rate of \$144,000 per year (annual rate) for performing the duties reflected in this contract. Gibson shall pay in 12 equal installments on monthly pay schedule.
 - a. Contractor shall be paid at a rate of \$1,800 per evaluation for any psychoeducational evaluations exceeding the 80 allotted per terms of this contract.
3. **Mileage.** Gibson will reimburse Contractor for mileage between the Contractor office at 7002 Oaken Lane Lanesville, IN 47136 and schools and administrative office served by this Contract. Mileage will be reimbursed at IRS approved mileage rates, which, at the time of the signing of this contract, is \$.67 per mile.
4. **Term.** This Contract shall be effective for a period of twelve (12) months from August 1, 2024 to August 1, 2025 with an option to extend the contract terms provided the extension is agreed to in writing.
5. **Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed and accepted by Gibson.
6. **Changes in Work.** The Contractor shall not commence any additional work until authorized in writing by Gibson. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.
7. **Compliance with Laws.**
 - a. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
 - b. The Contractor warrants that the Contractor and its subcontractors shall obtain and maintain appropriate permits, licenses, registrations, and approvals, and shall comply with all health, safety and environment statutes, rules, or regulations in the performance of work activities for Gibson. Failure to do so may be deemed a breach of contract.
8. **Condition of Payment.** All services performed under this contract must be performed to the reasonable satisfaction of Gibson. Gibson shall not be required to pay for work deemed inconsistent with this contract or in violation of laws, rules, or regulations.
9. **Confidentiality.** The Contractor understands that information disclosed to the contractor may contain confidential information. Contractor will abide by confidentiality laws in record keeping and information sharing.
10. **Drug Free Workplace.** The Contractor agrees to provide and maintain a drug free workplace.
11. **Governing Laws.** This contract shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in the State of Indiana.
12. **Compliance with Laws.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. Each party warrants that is and any subcontractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all employment, labor, EEOC, health, safety, and

environmental statutes, rules, or regulations in the performance of the Services.

Contractor and any principals of Contractor certify that they have and will comply with the requirements outlined in Ind. Code 5-22-3-7. Contractor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. When this Agreement involves services, activities or products subject to HIPAA or FERPA, each party covenants that it will appropriately safeguard PHI, NPI, PII, and student education records, and agrees it is subject to, and shall comply with, the provisions of applicable confidentiality and privacy laws regarding use and disclosure of PHI, NPI, PII, and student education records.

Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of Contractor directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

13. **Indemnification.** Gibson agrees to indemnify, defend, and hold harmless Contractor its agents, officials and employees from all claims and suits including court costs, attorney fees and other expenses caused by an act or omission of the Contractor and/or its subcontractors.
14. **Insurance.** Should Contractor operate an automobile during the course of work under this Contract, Contractor shall maintain automobile liability insurance with reasonable minimum liability limits. Contractor shall not transport students in furtherance of this contract.
15. **Mergers and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representation (oral or written) not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all parties.
16. **Notice to Parties.** Whenever any notice, statement/invoice, payment or communication is required under this contract, it shall be sent to the following addresses.
 - a. Notice to Gibson shall be sent to:
Brian Harris
Gibson County Director of Special Services
324 S 5th Ave. Princeton, IN 47670
 - b. Notice to Contractor shall be sent to:
Abbie Jones
Mindful Growth, LLC
6133 Hill Haven Rd.
Terre Haute, IN 47802
812-240-2835
17. **Payments.** All payments shall be made by written check or direct deposit to Mindful Growth, LLC on 12-month pay schedule. Contractor shall be paid a rate of \$144,000 annually in 12 equal annual installments a monthly pay schedule.
Mileage shall be reimbursed on a monthly basis.

18. **Renewal Option.** This Contract may be renewed under the same terms and conditions subject to the approval of Contractor and Gibson. The term of the renewed contract may not be longer than the term of the original.
19. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract does not affect the validity of the remaining sections, subsections, clauses or provisions.
20. **Waiver of Rights.** No right conferred on either party under this contract shall be deemed waived, and no breach of this contract excused, unless such waiver is in writing and signed by both parties.
21. **Work Standards.** The Contractor shall execute its responsibilities by following and applying, at all times, the highest professional and technical guidelines and standards.
22. **Pandemic or Natural Disaster Protocol.** If at any time during the pendency of this contract, a natural disaster, pandemic, or other any other reason causes the students of Gibson to attend school virtually, services under this contract will be provided virtually. Contractor shall not be required to conduct in person evaluations or other services under this contract if school officials, public health orders, or local health departments determine schools in this district will be closed for in person instruction.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member, or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this contract other than that which appears on the face of this Contract.

In Witness Whereof, Contractor and Gibson have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

CONTRACTOR: Mindful Growth, LLC

By: _____

Printed Name: Abbie Jones Title: _____

Date: _____

AGENCY Name: Gibson County Director of Special Services

By (signature): _____

Printed Name: _____ Title: _____

Date: _____