

## **PROFESSIONAL SERVICES CONTRACT**

This Contract entered into by and between **Gibson County Director of Special Services (“GCSS”)** 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 GCSS 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. A maximum of 80 evaluations at the set reimbursement rate of \$133,500.00 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 GCSS, Contractor, GCSS 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 a student 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 GCSS.
    - 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 schedule a CCC and generate a notice of case conference to all parties.
    - iv. Contractor shall attend the case conference meetings and present all evaluation data either virtually or in person.

2. **Reimbursement.** Contractor shall be paid a rate of \$133,500.00 per year for performing the duties reflected in this contract. GCSS shall pay in 12 equal annual installments on a monthly schedule.
  - a. Contractor shall be paid at a rate of \$90 per hour for any required psychoeducational evaluations exceeding the 80 allotted per terms of this contract.
3. **Mileage.** GCSS will reimburse Contractor for mileage between the Contractor office at 2984 Highway 335 NE Crandall, IN 47114 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 \$.655 per mile.
4. **Term.** This Contract shall be effective for a period of twelve (12) months from August 17, 2023 to August 17, 2024 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 GCSS.
6. **Changes in Work.** The Contractor shall not commence any additional work until authorized in writing by GCSS. 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 GCSS. 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 GCSS. GCSS 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. **Indemnification.** GCSS 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.

13. **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.
14. **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.
15. **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 GCSS 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
16. **Payments.** All payments shall be made by written check or direct deposit to Mindful Growth, LLC on an every two-weeks pay schedule. Contractor shall be paid a rate of \$133,500.00 in 12 equal installments on monthly pay schedule. Mileage shall be reimbursed on a monthly basis.
17. **Renewal Option.** This Contract may be renewed under the same terms and conditions subject to the approval of Contractor and GCSS. The term of the renewed contract may not be longer than the term of the original.
18. **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.
19. **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.
20. **Work Standards.** The Contractor shall execute its responsibilities by following and applying, at all times, the highest professional and technical guidelines and standards.
21. **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 GCSS 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 GCSS 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                      Witness:  
By: \_\_\_\_\_                      Signature: \_\_\_\_\_  
Printed Name: Abbie Jones                      Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AGENCY Name: Gibson County Director of Special Services  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_                      Title: \_\_\_\_\_  
Date: \_\_\_\_\_