

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into by and between **YOUTH FIRST, INC.**, an Indiana nonprofit corporation, with its administrative offices at 111 SE Third St., Suite 405, Evansville, Indiana 47708 (herein “Youth First”), and **SOUTH GIBSON SCHOOL CORPORATION** with its administrative offices at 3321 West 800 South, Fort Branch City, Indiana 47648 (herein “School Corporation”).

WITNESSETH

WHEREAS, Youth First’s mission is to strengthen youth and families by providing evidence-based programs that prevent substance abuse, promote healthy behaviors, and maximize student success; and

WHEREAS, School Corporation operates schools for the education of elementary, middle and/or high school students within Gibson County, Indiana; and

WHEREAS, Youth First employs and trains Master’s level mental health providers to provide prevention programs and services; and

WHEREAS, Youth First and School Corporation are currently working together to provide prevention programs and services to children and families in the School Corporation as more particularly set forth in this Agreement; and

WHEREAS, Youth First and School Corporation desire to continue the prevention programs and services provided by Youth First as more particularly set forth in this Agreement; and

WHEREAS, the Parties now wish to memorialize their understandings in writing.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

Unless otherwise clearly required by the context of this Agreement, the terms set forth below shall have the following meanings ascribed thereto:

- 1.1 School Standards and Procedures. “School Standards and Procedures” shall mean those standards, policies, and procedures of School and School Corporation promulgated from time to time.
- 1.2 Services. “Services” shall mean those duties and responsibilities of the Mental Health Providers as enumerated in Article II.
- 1.3 Mental Health Provider. “Mental Health Provider” shall be those persons employed by Youth First who shall be assigned by Youth First to provide services at School Corporation.

- 1.4 President & CEO. “President & CEO” shall mean that person employed by Youth First who serves as the director of the agency.
- 1.5 Clinical Supervisor. “Clinical Supervisor” shall mean the person(s) employed by Youth First who serves as the immediate supervisor(s) of the Mental Health Provider.
- 1.6 School. “School” shall mean the following schools: Gibson Southern High School High School, Fort Branch Community School, Haubstadt Community School, Owensville Community School.
- 1.7 School Principal. “School Principal” shall mean the person(s) employed by School Corporation to serve as its primary leader of the School.
- 1.8 Superintendent. “Superintendent” shall mean the person employed by School Corporation who serves as the primary leader of the School Corporation.
- 1.9 FTE. “FTE” shall mean one full-time equivalent Social Work position providing the equivalent of 180 days of service when School Corporation is in session during the academic year.

II. YOUTH FIRST DUTIES AND RESPONSIBILITIES

- 2.1 Employment & Clinical Supervision of Mental Health Provider. Youth First shall employ and provide clinical supervision of **2.0 FTE** Mental Health Providers who will provide Services at School. The Mental Health Provider shall possess a Master’s Degree in a mental health field and hold an active license as a:
 - 2.1-1 Social Worker (LSW);
 - 2.1-2 Clinical Social Work (LCSW);
 - 2.1-3 Mental Health Counselor Associate (LMHCA); or
 - 2.1-4 Mental Health Counselor (LMHC)in the State of Indiana or hold an active temporary permit for any of the license types described in this section. Mental Health Provider shall be acceptable to School Corporation with the input of the School Principal and shall have experience in working with children and families, strong interpersonal skills, and knowledge of the community.
- 2.2 Schedule & Services. The Mental Health Provider shall be scheduled to work in School one hundred eighty (180) days during the academic year and additional days as Youth First requires. Mental Health Provider shall provide case management

services for at-risk students and their families and Youth First's evidence-based programs when school is in session. Services shall include, but not limited to:

- 2.2-1 assessing the School, students, and families for risk factors;
 - 2.2-2 administering measurement instruments and developing individual family and student service plans;
 - 2.2-3 providing intervention, advocacy, referrals, and other needed support;
 - 2.2-4 charting family and student progress and sharing data with school personnel to assist academic progress;
 - 2.2-5 providing supportive intervention services to School personnel;
 - 2.2-6 providing evidence-based programs reviewed and approved by School Corporation and Youth First; and
 - 2.2-7 collecting and recording data for program evaluation.
- 2.3 School Policies. While the Mental Health Provider shall be an employee of Youth First, he/she agrees to perform his/her duties in a manner consistent with School Standards and Procedures including but not limited to procedures for reporting child abuse and neglect and building security issues.
- 2.4 Evaluation and Replacement of Mental Health Providers. Youth First shall seek the input of School Principal in the periodic evaluation of Mental Health Provider. In the event that a Mental Health Provider does not perform his/her duties and responsibilities in a satisfactory manner, the School Principal and Clinical Supervisor shall consult and agree on a plan of improvement for Mental Health Provider. The School Principal and Clinical Supervisor shall monitor Mental Health Provider's progress.
- 2.5 Transitions of Mental Health Providers. Youth First shall notify School Principal and Superintendent in the event of resignation or changes in employment status of Mental Health Provider. Youth First shall provide a replacement Mental Health Provider within six weeks of notification. Until a permanent replacement is obtained, the parties agree that a temporary Mental Health Provider may be utilized to provide continuing Services.
- 2.6 Placement of Interns. On occasion, Youth First shall screen, choose, and assign interns to work under the supervision of Mental Health Provider with approval from School Corporation. Youth First shall provide School Corporation with the names and copies of background checks for all interns.
- 2.7 Communication Procedure. Clinical Supervisor shall be Youth First's contact person(s) regarding daily operations and shall maintain communication with School Principal regarding programs and services. President & CEO shall also maintain

communication with Superintendent regarding partnership, policy, financial and administrative issues.

- 2.8 Complete Criminal Background Checks. Youth First shall provide School Corporation with copies of complete background checks for all Mental Health Providers that comply with the School Corporation's applicable policies.

III. SCHOOL CORPORATION DUTIES AND RESPONSIBILITIES

- 3.1 Referral of Students. School Corporation shall cause the School Principal, other staff and counselors of the School to refer students and families in need of Services to the Mental Health Provider on an as needed basis.
- 3.2 Office Space. School Principal shall provide adequate space, including private office space, secured e-mail and internet access, private phone, desk, and locked filing cabinet for use by the Mental Health Provider while working at the School. Other Program space shall be provided at the mutual agreement of the parties, on an as needed basis.
- 3.3 Recognition. School Corporation and School Principal shall recognize and inform students, parents, faculty, staff, board members, and other school constituents of Youth First prevention programs and Services. With prior approval of the School Principal, Youth First shall be allowed to display signage, newsletters, and other information at School, and information about Youth First's services shall be posted on the School website.
- 3.4 School Oversight. School Principal shall provide on-site supervision of the Mental Health Provider, provide orientation to School Standards and Procedures, and provide necessary assistance as determined by School Principal.
- 3.5 Communication Procedure. School Principal shall be School Corporation's contact person regarding daily operations and shall maintain communication with Clinical Supervisor regarding programs and services. Superintendent shall maintain communication with President & CEO regarding partnership, policy, financial and administrative issues.
- 3.6 Academic Data. School Corporation shall provide Mental Health Provider with grades, attendance, and disciplinary data for students who receive services.

IV. COMPENSATION, INVOICING & SUSTAINABILITY

- 4.1 Compensation. School Corporation shall pay Youth First **\$91,000** in the 2025-26 school year.

Youth First shall secure funds for the remaining expenses the agency incurs related to the provision of its prevention programs and services at School Corporation for the term defined in Article V.

- 4.2 Invoicing. Youth First shall invoice School Corporation monthly for a total of ten (10) payments each school year from August to May. Payments will be due within thirty (30) days of invoice.
- 4.3 Sustainability Support. Youth First and School Corporation agree to work together to identify funding opportunities to continue Services. Both parties agree to support one another's efforts to secure funding and to provide statements of support as requested.

V. TERM AND TERMINATION

- 5.1 Term. Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall commence on the **1st day of August, 2025** and continue through the **31st day of May, 2026**.
- 5.2 Termination. Notwithstanding Section 5.1, this Agreement shall terminate on the occurrence of any of the following events:
 - 5.2-1 Termination Without Cause. Without cause, either party may terminate this Agreement upon ninety (90) days written notice to the other party. In such event, Youth First, if requested by the School Corporation, shall continue to render Services, and shall work under the compensation arrangement set forth in Article IV, up to the date of termination, which the School Corporation or Youth First can set at any time during the ninety (90) day notice period.
 - 5.2-2 Termination by School Corporation. School Corporation may terminate this Agreement at any time for the following causes upon written notice to Youth First:
 - 5.2-2-1 Youth First's failure to immediately release the Mental Health Provider upon the revocation or suspension of the Mental Health Provider's license to practice their profession in the State of Indiana and failure to find a qualified replacement within six weeks for the Mental Health Provider whose license to practice their profession was revoked or suspended.
 - 5.2-2-2 Youth First's failure to immediately release the Mental Health Provider upon the conviction of a crime of the Mental Health Provider constituting a felony or one involving moral turpitude and failure to find a replacement within six weeks for the Mental Health Provider convicted of a crime constituting a felony or one involving moral turpitude.

5.2-2-3 Youth First's failure within thirty (30) days after its receipt of written notice thereof to cure any material breach by Youth First of any terms or provisions of this Agreement.

5.2-3 Termination by Youth First. Youth First may terminate this agreement upon written notice to School Corporation in the event current funding for Mental Health Provider is terminated or the School Corporation fails within thirty (30) days after its receipt of written notice thereof to cure any material breach by School Corporation of any terms or provisions of this Agreement.

VI. RECORDS

- 6.1 Student Records. Student records created by the Mental Health Provider shall be deemed to be confidential, shall be owned by Youth First and shall not be copied or provided to the School Corporation or School except pursuant to proper written authorization in accordance with Indiana law.
- 6.2 Authorization and Release Forms. Youth First shall only release records to the School or School Corporation any other third party in accordance with state and federal law. School Corporation shall cause the School Principal or other staff to obtain an Authorization and Release Form executed by the parent or legal guardian of the student, authorizing the School or School Corporation to discuss the student's problems with the Mental Health Provider and authorizing the Mental Health Provider to discuss the student's problems with the School Principal or staff of the School.
- 6.3 Use of Data. Youth First and School Corporation shall be permitted to use data that the Mental Health Provider collects in the provision of Services hereunder for evaluation and grant reports and for the purposes of developing sustainability except that Youth First and School Corporation shall not use the names of the individuals upon which the data is based. This provision does not preclude Youth First's use of testimonials from students and families who sign the proper authorization form allowing Youth First to share such testimonial.
- 6.4 Legal Summons. Youth First and School Corporation shall cooperate to make sure any legal notice or summons served on each other that is intended for the other party is timely given to the proper party for response.

VII. REGULATORY COMPLIANCE

- 7.1 General. The parties agree that this Agreement is intended to comply with all state and federal regulations ("Laws"). If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Laws, and after consultation with the other party, and thirty (30) days after written notice to the other party, the parties shall amend the portion of this Agreement that creates the violation of the

Laws. If the parties fail to reach agreement within one hundred twenty (120) days following said written notice, this Agreement shall terminate.

- 7.2 Employment. Youth First shall be solely responsible for paying the Mental Health Providers assigned to School Corporation their wages and for paying and administering all fringe benefit programs that it may determine shall be provided to its Mental Health Providers. Further, with respect to each and every Mental Health Provider assigned to provide services to School Corporation, Youth First will be solely responsible for making all contributions for unemployment compensation funds as required by any federal, state, or local law; making all deductions required of employers by any federal, state, or local law, including deductions for social security and withholding taxes; making the proper deposits required of employers by any federal, state, or local law; paying all taxes as required by any federal, state, or local law; preparing and maintaining adequate payroll records and reports and complying with all applicable local, state, and federal laws and any regulations of all governmental agencies relative to the employment of said Mental Health Providers. Further, Youth First will indemnify and hold School Corporation harmless from and against any charges, claims, demands, complaints, lawsuits, losses, damages, costs of litigation, disbursements, reasonable attorney fees and liability for the failure or alleged failure to undertake, comply with and perform the above-described obligations.

VIII. STATUS OF THE PARTIES

- 8.1 Relationship of the Parties. Notwithstanding any provision to the contrary contained herein, no relationship of employer and employee is created by this Agreement, it being understood that Youth First and its agents and employees will act as independent contractors to School Corporation. Youth First shall not have any claim under this Agreement or otherwise against School Corporation for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits or employee benefits of any kind.
- 8.2 Solicitation. The Parties acknowledge that but for the Services rendered pursuant to this Agreement, School Corporation would not have access to Youth First's employees and/or independent contractors. School Corporation further acknowledges that Youth First has invested a significant amount of resources, time, and money in developing relationships with its employees and independent contractors. In recognition of this investment and in furtherance of the Parties' goals pursuant to this Agreement, School Corporation agrees that while Youth First is providing services pursuant to this Agreement and for a period of one (1) year after the termination of the working relationship and/or this Agreement for any reason, School Corporation shall not, directly or indirectly, solicit on its behalf or on behalf of any of School Corporation's partners any employee or independent contractor of Youth First to leave the employ or in any way modify or alter their respective employment or business relationship with Youth First.

IX. INSURANCE AND INDEMNIFICATION

- 9.1 **Youth First Insurance.** Youth First, at its sole cost and expense, shall either procure and maintain policies of comprehensive general liability insurance, including completed operation and blanket contractual liability, worker's compensation insurance, automobile liability insurance and professional liability insurance, or satisfy School Corporation that it is self-insured for liability that would be covered by any such insurance. The comprehensive general liability coverage shall be in limits of at least One Million Dollars (\$1,000,000) for each occurrence of bodily injury and property damage. The worker's compensation coverage shall provide for all employees of Youth First providing services under the terms of this Agreement, covering any liability under the Indiana Worker's Compensation Act and the Indiana Occupational Disease Act and including but not less than One Hundred Thousand Dollars (\$100,000) employer's liability coverage. The automobile liability coverage shall be with limits of at least One Million Dollars (\$1,000,000) combined single limit liability per occurrence. The professional liability coverage shall be with limits of at least One Million Dollars (\$1,000,000) per occurrence. All such policies of insurance (unless Youth First satisfies School Corporation that it is self-insured for liability that would be covered by such policies), shall be with the companies acceptable to School Corporation. Youth First shall give School Corporation not less than thirty (30) days written notice prior to cancellation of any policy. A memorandum certificate of such policies shall be deposited with School Corporation promptly after execution of this Agreement. School Corporation shall be named as an additional insured for the general liability and automobile liability policies. Prior to the expiration and/or cancellation of any such policy, Youth First shall secure replacement of such insurance coverage, upon the same terms and provisions, and furnish School Corporation with a memorandum certificate as heretofore described. Youth First, for itself and for anyone claiming by, through, or under it, does hereby waive every right of subrogation against School Corporation.
- 9.2 **Youth First Indemnification.** Youth First shall indemnify, defend and hold harmless School Corporation and its officers, directors, members, employees, representatives, attorneys, agents and affiliates from and against any and all losses liabilities, judgments, actions, causes of action, damages, claims, demands, costs, obligations, deficiencies and expenses (including interest, penalties and attorney's fees and expenses) which arise out of, result from, or relate to any wrongful act or omission of Youth First, in the provision of Services under this Agreement, as enumerated in Article II, that give rise to a claim by a third party against School Corporation.
- 9.3 **School Corporation Insurance.** School Corporation, at its sole cost and expense, shall either procure and maintain policies of comprehensive general liability insurance, including completed operation and blanket contractual liability, worker's compensation insurance, automobile liability and professional liability insurance. The comprehensive general liability coverage shall be in limits of at least One Million Dollars (\$1,000,000) for each occurrence of bodily injury and property damage. The worker's compensation coverage shall provide for all employees of

School Corporation providing services under the terms of this Agreement, covering any liability under the Indiana Worker's Compensation Act and the Indiana Occupational Disease Act and including but not less than One Hundred Thousand Dollars (\$100,000) employer's liability coverage. The automobile liability coverage shall be with limits of at least One Million Dollars (\$1,000,000) combined single limit liability per occurrence. The professional liability coverage shall be with limits of at least One Million Dollars (\$1,000,000) per occurrence. School Corporation shall give Youth First not less than thirty (30) days written notice prior to cancellation of any policy. A memorandum certificate of such policy shall be deposited with Youth First promptly after execution of this Agreement. Prior to the expiration and/or cancellation of any such policy, School Corporation shall secure replacement of such insurance coverage upon the same terms and provisions, and furnish Youth First with a memorandum certificate as heretofore described. School Corporation, for itself and for anyone claiming by, through, or under it, does hereby waive every right of subrogation against Youth First.

- 9.4 School Corporation Indemnification. School Corporation shall indemnify, defend and hold harmless Youth First and its officers, directors, members, employees, representatives, attorneys, agents, volunteers and affiliates from and against any and all losses liabilities, judgments, actions, causes of action, damages, claims, demands, costs, obligations, deficiencies and expenses (including interest, expert fees, court costs, penalties, attorney's fees and expenses) which arise out of, result from, or relate to any wrongful act or omission of School Corporation, including but not limited to the School Principal, staff or counselors, that give rise to a claim by a third party against Youth First.

X. GENERAL PROVISIONS

- 10.1 Notices. Notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following physical addresses, as well as email addresses, unless either party shall otherwise designate its new address by written notice:

YOUTH FIRST, INC.:

Parri O. Black
President & CEO
Youth First, Inc.
111 SE Third Street, Suite 405
Evansville, IN 47708
pblack@youthfirstinc.org

SCHOOL CORPORATION:

Dr. Bryan Perry
Superintendent
South Gibson School Corporation
3321 West 800 South
Fort Branch, IN 47648
bryan.perry@sgibson.k12.in.us

- 10.2 Assignment. Youth First may not assign its rights or obligations under this Agreement to another organization without the written approval of the School Corporation.
- 10.3 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire Agreement between the parties hereto and neither Youth First nor School Corporation shall be entitled to benefits other than those herein specifically enumerated.⁷
- 10.4 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.
- 10.5 Choice of Law and Venue. Any dispute that arises out of or relating to the terms of this Agreement shall be brought in the Superior or Circuit Court of Vanderburgh County, Indiana or in the Federal District Court for the Southern District of Indiana, Evansville Division. The law of the State of Indiana shall govern any dispute.
- 10.6 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 10.7 Amendments. This Agreement may be amended only by an instrument in writing and signed by the parties hereto.
- 10.8 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Youth First and School Corporation. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

XI. EXECUTION

IN WITNESS WHEREOF, a duly authorized officer and representative of Youth First and School Corporation have executed this Agreement **the** _____ **day of** _____, **2025**.

**SOUTH GIBSON SCHOOL CORPORATION YOUTH FIRST, INC. OF
EVANSVILLE, IN**

By: _____
Dr. Bryan Perry
Superintendent

By: _____
Parri O. Black
President & CEO