

MANSFIELD PSYCHOLOGICAL SERVICES

DENNIS A MARIKIS, PhD

Contractual Agreement

THIS AGREEMENT is made between **MOESC, 890 West Fourth St., Mansfield, OH 44906** (hereinafter referred to as "Agency"), and ***Dennis A. Marikis, Ph.D., Inc., Mansfield Psychological Services*** (hereinafter referred to as "Professional".)

THIS AGREEMENT contains the following:

- A. Agency is an agency serving individuals with special needs.
- B. Both parties wish to enter into an AGREEMENT in which Professional will provide educational psychology reports for clients of the Agency.

THE PARTIES agree to the following:

1. Both parties agree that the scope of Professional's responsibility, as set forth in the AGREEMENT, is limited to providing a complete educational psychology report for each student enrolled in client districts of the Agency, as requested by the Agency, located in the state of Ohio. Those services include:

- a) Administration of psychoeducational assessments, as specified on the Evaluation Team Report planning documents developed by Mid-Ohio Educational Service Center or its client districts; exclusive of specified diagnostic assessments, i.e., ADOS-2, PAL, FBA, Integrated Variability of Attention (IVA,) neuropsych assessments, etc.;
- b) Development of the Evaluation Team Report (ETR) written report with educational strategies and suggestions,
- c) Explanation and interpretation to the ETR team including psychoeducational and special education consultation with parents and teachers at the ETR meeting,

2. Duties of Professional:

- a. The services provided by the Professional under this AGREEMENT will be consistent with the available facilities, the Professional's professional judgment and the standards established in the Agency's community.
- b. The Professional shall maintain adequate and current records, in the manner required by the Agency.
- c. The Professional will furnish a professional liability insurance policy to cover herself/himself.
- d. The Agency understands and agrees that the Professional is acting and performing as an independent contractor at all times. The Agency and the Professional must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the Professional and the Agency.
- e. The Professional will comply with policies, rules, and regulations of the Agency.

3. Term: Upon acceptance, both parties agree that the term of this AGREEMENT shall be effective beginning September 1, 2021 and extending until August 31, 2023.

4. Fees: Professional shall be compensated for the described educational psychology reports at a rate of \$900 per report, as requested by the Agency during the term of this contract. Partial report preparation due to student relocation or other circumstances not in the control of the Professional shall be prorated.

5. Additional Services available upon specific request and authorization by Agency:

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- a. Special Education Consultation which may include:
 - . Organizational and procedural systems development,
 - . Program cost analysis and recommendations,
 - . Grant writing and/or grant management.
 - . Cost: \$100-200/hour, portal to portal, dependent upon service requested.
- b. Individual need-specific psychological assessments priced individually, i.e., individual IQ assessments for Gifted Services, accelerations, diagnoses and other special needs, priced per assessment.
- c. Professional Development seminars for educators on topics such as Neuropsychology, Growth Mindset, Executive Functioning, Trauma and Mindfulness, Resilience, priced per event.

6. Payments:

- a. The Agency shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. If the payment is not postmarked from the Agency within forty-five (45) days of the receipt of the invoice, the Agency agrees to pay an additional 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of invoice. Interest should be calculated in accordance with standard accounting procedures. Professional shall bill the Agency for the interest.
- b. Failure by the Agency to pay appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.
- c. For each subsequent contract renewal, the fees for Professional's services will be negotiated approximately three months prior to the initiation of the next contract period. The contract will automatically renew if the Professional is not notified in writing at least 60 days prior to the contract end date that the Agency does not desire to renew the contract.

7. Duties of Agency:

- a. The Agency will provide the Professional with adequate work areas, equipment and required/specified supplies for the Professional to perform the services contained herein.
- b. Agency will provide support services, including the services of a testing assistant, as needed.

8. Service of Notices:

Notices served on the Agency will be served by Certified Mail with a return receipt to the **MOESC, 890 West Fourth St., Mansfield, OH 44906**. Notices served on Professional will be served by Certified Mail with a return receipt to ***Dennis A, Marikis, Ph.D., Inc., Mansfield Psychological Services, 788 Lexington Ave., Mansfield, OH 44907.***

9. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the state of Ohio.

10. Scope of AGREEMENT:

This AGREEMENT constitutes the final, complete and entire contract between the parties and

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supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

11. Amendments:

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Agency and Professional.

12. Default:

- a. The Agency or Professional will be in default if any of the following happens:
 - 1) The Agency fails to make any payment when due.
 - 2) Either party breaks a promise it has made, or fails to perform promptly at the time and in the specified manner provided in this contract
 - 3) Either party makes any representation or statement that is false or misleading in any material respect.

13. Confidential Information:

Both parties agree they will not at any time during or after termination of this AGREEMENT use or disclose any confidential information or methods to any person or entity for any purpose whatsoever without the prior written consent of the Agency and Professional.

14. Termination:

This AGREEMENT may be terminated immediately upon written notice of breach of any party by the other party. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

THE PARTIES execute this AGREEMENT on the _____ day of _____, 2021.

Mid-Ohio Educational Service Center by:

Title:

Dennis A, Marikis, Ph.D., Inc.

Mansfield Psychological Services By: _____

Title: Psychologist