EVANSVILLE ASSOCIATION FOR THE BLIND

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Orientation and Mobility Services Contract

THIS AGREEMENT made and entered into this April 2019 by and between the Hopkins County Schools, hereinafter called "First Party", and Evansville Association for the Blind, P.O. Box 6445, Evansville, IN 47710, hereinafter called "Second Party".

WHEREAS, Second Party provides a Certified Orientation and Mobility Specialist and First Party desires to engage the services of Second Party to perform such services for the Hopkins County Schools, in accordance with the terms hereinafter set forth.

WITNESSETH: That for and in consideration of the premises and the mutual rights and obligations hereinafter set out, and as authorized by the vote of the First Party at its regular monthly meeting held in April 2019. First Party does hereby engage the services of Second Party to perform designated duties as Certified Orientation and Mobility Specialist in the public schools of the Hopkins County Schools for the rest of the 2019-2020 school year, and as Second Party does hereby agree to prudently perform such duties, all of which shall be in accordance with the terms and conditions agreed to by and between the parties as hereinafter more particularly set forth, to wit:

1. The services performed by Second Party shall be such as are required by the lawful rules and regulations of the State Board of Education, the Association for Educational and Rehabilitation of Blind and Visually Impaired, and the lawful rules, directions and regulations of First Party.

2. Notwithstanding the date of execution hereof, this Agreement shall be deemed effective from and after April of 2019, and shall continue through the close of the 2019-2020 school year. However, it is agreed and understood that either party may cancel the contractual evidenced hereby by giving (30) days prior written notice to the other.

3. The duties to be performed hereunder by Second Party shall be in such school or schools as directed by the Director of Special Education operated by the First Party; such services to be performed on a part-time basis not to exceed three (3) hours every other school week for the duration hereof, except upon the mutual consent of each of the parties hereto; it being intended by the parties to allow flexibility in the scheduling of up to three (3) hours every school week provided for herein.

4. In consideration and as compensation for the services to be provided by Second Party, First Party agrees to pay Second Party at the rate of Sixty eight ($68.00) Dollars per hour for onsite services rendered and travel. It being agreed and understood that progress notes to be supplied by Second Party will be completed off site at no additional charge to First Party. This sum shall constitute the per hour payment for students who are referred to Second Party by the Board and shall not be the sum for each individual student. The contracted mileage will be based on the federal reimbursement rate per mile. The Second Party shall send a statement to the Board each month no later than the 25th of the month.

5. Second Party shall at all times during the terms of this Agreement, and at their own expense, carry professional malpractice insurance coverage in an amount deemed satisfactory to First Party prior to the beginning of each contract year.

6. Second Party shall keep and maintain such records and reports as are deemed essential by the Superintendent of the Hopkins County Schools.

7. The First Party provides diagnostic and therapeutic services in accordance with the plan of care written by a Certified Orientation and Mobility Specialist required as a related services necessary for the student to benefit from his/her Individual Educational Plan.

8. This writing constitutes the entire agreement between the parties, and may be amended only by writing duly endorsed by each of the parties hereto.

IN TESTIMONY WHEROF, witness the signature of the parties hereto, in duplicate, on this the day and year first herein above written.

By _____
Special Education Director

By Kayla L. Horsell
EAB, Executive Director

ATTEST:

_____
Special Education Secretary