

ORIENTATION AND MOBILITY SERVICES AGREEMENT

This Orientation and Mobility Services Agreement ("**Agreement**") is made and entered into as of August 1, 2020 ("**Effective Date**") by and between Movin' OM, LLC ("**MO**") and Newport Independent Schools ("**Client**"). This Agreement is effective for the **2020-2021 school year**. In consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services.**

- a. MO is retained as an independent contractor to perform direct individual orientation and mobility training to identified student(s) for the number of hours agreed upon, and specified in the Individualized Education Program ("IEP") including specific services listed on **Exhibit A** attached hereto ("**Services**"). The Services will be provided consistent with the IEP for students who attend Client's school or are located within the Client's school district. In order for MO to provide Services for a given student, each student's parent or legal guardian must sign the attached **Exhibit B** waiver and consent.
- b. MO will determine the method, details, and means of performing Services. Services will be delivered primarily at Client's location but some Services will require taking children off of Client's campus. Newport Independent Schools will provide transportation for lessons off of Client's campus.
- c. The parties will agree upon all times and dates during which an in-person, telephone or electronic meetings at least seven days prior to such meeting.
- d. The parties agree, in the event either needs to cancel or reschedule a session, the cancelling party agrees to give the other party (2) hours' notice to reschedule the session at another mutually agreeable date within the following (30) days. If Client does cancel (or cancels within 2 hours of the session), and Services cannot be provided due to a lack of student participation, attendance, signed copies of Exhibit B, or any other impediment outside of the direct control of MO, Client will still be responsible for payment of MO's full hourly rate for two hours for the session which was not properly cancelled

2. **Payments.**

- a. In consideration of the Services to be rendered hereunder, the Client shall compensate MO at a rate of \$110 per hour (rounded to the nearest .25 of an hour). ("**Compensation**").
- b. MO will submit invoices to the Client for the Services rendered hereunder. Client will make payment for any invoice within 60 days of the date listed on the invoice. If Client does not make payment within 60 days. If amounts remain unpaid, MO may within its discretion, cease providing Services with or without notice.
- c. Client will reimburse MO for all mileage (in the amount calculated by the Internal Revenue Service each year) to and from Client's location and for all mileage incurred during the course of Services being provided.

3. **Warranties.** Client warrants that all information provided to MO or listed in Client's public material is accurate and truthful. Client understands that MO cannot provide

medical or legal advice and does not make any representation as to the effect of Client's use of MO's Services. Client will indemnify and hold MO, its owners, employees, and contractors harmless from any claim, dispute, regulatory action, and any other loss including attorneys' fees, court costs, litigation expenses, settlement, and judgment related to the actions or inactions of Client, its students, or any third party. For events beyond MO's control, including but not limited to inclement weather, power outages, or any other action by third parties, MO shall not be responsible for damages or loss to the Client and will still be paid Compensation. Services performed shall be considered to have been accepted by Client unless written proof of claim is made to MO no later than (30) days after such Services were performed.

4. **Confidential Information.** The parties will not disclose private information provided which is indicated as "Confidential" in writing or in this Agreement. Client agrees that the methods and means for which MO will provide Services are proprietary and thus Confidential within the meaning of this section.
5. **Term.** This Agreement shall commence on the Effective Date and remain in full force and effective for the 2020-2021 school year unless sooner terminated. Client may terminate this Agreement at any time for any reason with at least 30 days' written notice of termination. MO may terminate this Agreement at any time for any reason with at least 30 days' written notice of termination to the Client. If this Agreement is terminated, Client agrees to pay MO the compensation due for all Services provided.
6. **Indemnification and Liability Limitation.** Except as otherwise provided, the parties shall indemnify, the other party and its affiliates, successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys' fees and court costs) which arise out of or relate to (a) any breach of this Agreement; or (b) any third party claim related to the actions or inactions of the other party. In no event shall MO be liable under any legal theory for any special, indirect, consequential, exemplary or incidental damages, however caused, arising out of or relating to this Agreement, even if MO has been advised of the possibility of such damages. In addition, in no event shall MO's aggregate liability arising out of or relating to this Agreement (regardless of the form of action giving rise to such liability, whether in contract, tort, indemnification, or otherwise) exceed the fees paid by the Client to MO for the prior (12) months.
7. **Assignment.** MO may assign its rights or obligation to perform under this Agreement without the signed, written consent Client. Client may not assign its rights or obligation without the consent of MO.
8. **Notices.** Any notice or other communication provided for in this Agreement shall be sent by personal delivery, certified mail or Federal Express or similar overnight mail service to the address set forth on the signature page hereof. Any notice of cancellation of Services for a particular day can be made by phone call or voice message to the other party. Either party may change its address for purposes of this section by providing written notice in the manner provided above.
9. **Severability of Provisions.** If any section, provision, or part of this Agreement is held to be illegal, invalid or unenforceable, such section, provision, or part shall be fully severable. The remainder of this Agreement shall remain in full force and effect.
10. **Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver

of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any such right or remedy.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky without regard to conflicts of laws principles. The parties hereto agree that any actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, this Agreement shall be brought exclusively in the state and federal courts located in the State of Kentucky. Each of the parties irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue within Campbell County, Kentucky. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The parties hereto specifically waive any right to a jury trial with respect to any matter arising under this Agreement. Should enforcement of a collection action related to this Agreement be necessary, MO will be entitled to its attorney's fees and court costs from the Client.
12. **Relationship of Parties.** This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; and the parties shall at all times be and remain independent contractors. Neither party shall have any obligation or duty to the other party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the parties hereunder.
13. **Modification or Amendment.** No amendment, change, or modification of this Agreement shall be valid unless made in writing and duly executed by the Client and MO.
14. **Headings.** The headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.
15. **Counterparts.** This Agreement and any amendments hereto may be executed in one or more counterparts. All of such counterparts shall constitute the same Agreement and shall become effective when a copy signed by each party has been delivered to the other party. The parties agree that facsimile and electronic signatures shall be as effective as if originals.
16. **Entire Agreement.** It is understood, acknowledged and agreed that there are no oral agreements between the parties hereto and that this Agreement constitutes the parties' entire agreement and supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto, and none thereof shall be used to interpret or construe this Agreement. This Agreement contains all of the terms, covenants, conditions, warranties and agreements of the parties and will be considered the only agreement between the parties hereto.

IN WITNESS HEREOF, the parties have agreed and fully executed this Agreement.

CLIENT:

Tony Watts, Superintendent
Newport Independent Schools

Address:
30 West 8th Street
Newport, Kentucky 41071

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Lisa Swanson, Director of Special Education
Newport Independent Schools

Address:
30 West 8th Street
Newport, Kentucky 41071

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Kathryn Toennis
Movin' Om, LLC

Address:
~~4165 Sherel Lane~~ 6879 Tenderfoot Ln
Cincinnati, OH 45209 Cincinnati, OH 45249

By: Kathryn Toennis
(signature)

Name: Kathryn Toennis

Title: Agent for Movin' Om, LLC

Date: 07/06/2020

Exhibit A

Student Name: _____

Statement of Work

- Services are defined as follows:
 - Orientation and Mobility direct services will be provided according to the number of minutes stated in a given student's IEP
 - No more than (2) hours for the development of the IEP
 - Orientation and Mobility assessments
 - Participation in IEP meetings
 - No more than (1) hour for each quarterly/ interim progress report
 - In-service training to school personnel and staff
 - Consultation services
 - Instruction planning
 - Clerical work
 - Complete Positive Behavior Interventions and Support training as required by the state of Kentucky
 - Authorize payment to Newport Independent School District (NISD), from the Kentucky Medicaid Assistance Program (KMAP) for covered services provided and specified in the Individual Educational Plan (IEP) for Medicaid eligible students in which services are provided. The O&M specialist understands that he or she cannot bill KMAP for any service that is reimbursable to NISD as part of this contractual agreement. The O&M specialist will perform the following services in a manner that is within the highest standards of professionalism and business. Kentucky School Board Association (KSBA) provides the ezEdMed System, a web based program for Special Education documentation and Medicaid billing to NISD. All service claims are to be electronically entered via the ezEdMed data base following complete instructions based on training and reference manuals from KSBA and NISD in a timely and professional manner. KSBA and NISD will provide remote and on-site training and assistance for technical and audit support.
 - An electronic timesheet will be sent to the O&M specialist with a payroll calendar containing timesheet deadlines. Timesheets are to be signed and submitted electronically for payment. Payments will be mailed to the O&M specialist on the payroll dates listed on the payroll calendar. Complete instructions for submitting invoices and/or timesheet along with a payroll calendar will be sent to related service providers in July of 2020.
 - Any limitations provided in this Statement of Work may be extended at the request of Client and if MO consents to such extension. Extensions will be reflected in the next invoice to Client.
- Client shall provide the following to MO to complete Services:
 - Access to the campus.
 - Copies of or access to all non-privileged, relevant documents and records necessary for MO to provide Services for each individual.
 - Facilities, support staff, and requested materials MO deems necessary to provide Services.

Confirmation of receipt by Client

By: Kathleen Tolan
(signature)

Exhibit B

Waiver and Consent Agreement

This Waiver and Consent Agreement ("Agreement") is executed on _____ [date], by _____ parent or guardian(s) of _____ [minor] ("Releasor") residing at the following address _____ [address].

The minor and parent/guardian hereby agrees and acknowledges that the minor has voluntarily applied to participate in activities including but not limited to: walking, running, jumping, crossing the street, riding in a vehicle, and other activities, ("activities") conducted by Movin' Om, LLC ("MO"), for [himself or herself] and [his or her] personal representatives, heirs, and next of kin, releases, waives, discharges and covenants not to sue MO, its officers, agents, employees, members, owners or contractors ("Releasee"), from all liability to the Releasor, [his or her] personal representatives, assigns, heirs and next of kin for all loss or damage, and any claim or damage, on account of injury to the person or property or resulting in death of the Releasor, whether caused by the negligence, recklessness, or actions of Releasee or any third party. Releasor, being of lawful age and parent(s) or guardian(s) of a minor not of lawful age, in consideration of being permitted to participate in activities as well as other good and valuable consideration, does for [himself or herself], [his or her] heirs, spouse, executors, administrators, and assigns, release and forever discharge Releasees, their successors, assignees, heirs, administrators, and executors of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in any activities in connection with Releasee, Releasee's property or the property of third parties, whether by negligence, recklessness, or intentional act.

Releasor further releases all personnel from any claim whatsoever because of first aid, treatment or service rendered to [him or her] during participation in activities.

Releasor agrees to indemnify each Releasee from any loss, liability, damage, or cost Releasees may incur due to the presence of Releasor in or on Releasee's property, even if such is caused by the negligence, recklessness, or other act of the Releasee or any third party. Releasor agrees to indemnify and hold Releasee harmless in the event any claim, suit, demand, or any other action is taken by another parent or guardian of the minor child; such indemnification will include all judgments, settlements, court costs, filing fees, litigation expenses, and attorneys' fees incurred by Releasee.

Releasor releases all claims arising out of any personal injuries resulting from activities. Releasor assumes full responsibility for and risk of bodily injury, dismemberment, death or property damage due to negligence, recklessness, or intentional acts of Releasees or otherwise while in or on Releasee's property, and/or while competing, officiating in, working or for any purpose participating in activities thereon or related thereto.

Releasor agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Kentucky and that if any portion of the agreement is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect. The parties hereby irrevocably submit to jurisdiction and venue in Campbell County, Kentucky and waive the right to a trial by jury.

The parent(s) or guardian(s) have carefully read this Agreement, fully understand its terms, understand that by signing [he or she] have given up substantial rights and have signed freely and voluntarily without any inducement, assurance or guarantee. The parent/guardian intend the signatures below to be a complete and unconditional release of all liability to the greatest extent allowed by law.

This Agreement contains the entire agreement between the parties as it relates to the terms of this Agreement and is not a mere recital.

This Agreement cannot be altered or amended unless in writing, signed by both parties; any future agreement between the parties will have no force or effect on this Agreement without specific reference.

Newport Independent School District Related Service Provider Contract 2020-2021

Relationship to Minor: Father Mother Legal Guardian **(Circle One)**

Parent or Guardian (Signed) Date

Relationship to Minor: Father Mother Legal Guardian **(Circle One)**

Parent or Guardian (Signed) Date

Minor's Name (Printed)

Addendum to Movin'OM, LLC, (MO) Katie Toennis Contract 2020-2021.

- I. The Newport School Board of Education requires all employees, contractors, and volunteers to submit to a criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation. Fingerprints shall be obtained on an applicant's fingerprint card provided by the Department of Kentucky State Police. The results of the criminal background check will be sent to the hiring superintendent. Any fee charged shall be no greater than the actual cost of processing the request and conducting the search. Finger printing can be obtained at the superintendent's office in the Newport Welcome Center. Newport Board of Education charges \$32.00 for the background check and fingerprints. If you have completed a background check and finger printing at another district please submit a copy with your application/contract. ***You are only required to submit to a Criminal Background check once. If you are involved in or commit a criminal offense it is your responsibility to inform the district. Failure to comply will result in termination of this contract and your employment within the district.***
- II. The Newport Board of Education requires all prospective employees of public schools and their contractors' who work in direct contact with children submit to a (Child Abuse) Background Check in accordance with the passage of SB 101 (2018). The Central Registry Check form can be downloaded from The Cabinet for Health and Family Services (CHFS) website. A check or money order made payable to the "Kentucky State Treasury" in the amount of ten dollars (\$10.00) must accompany your request to process the Child Abuse Neglect Check. Please follow complete instructions on the form. Persons applying for a certified, classified or contractual position within the Newport Independent School District must present the superintendent with a letter from the Cabinet for Health and Family Services stating you are clear to hire and there are no findings of substantiated child abuse or neglect. ***You are only required to submit to a Child Abuse Background Check once. If you are involved in a child abuse offense it is your responsibility to inform the district. Failure to comply will result in termination of this contract and your employment within the district.***
- III. The Newport Board of Education has contracted Safe Schools by Vector Solutions to streamline staff safety and compliance training with a web-based automated system. You are required to complete specific training courses in accordance to the district's Safe School policies prior to the first day of school. Courses required by the district include, but are not limited to Restraint and Seclusion, Bloodborne Pathogens Exposure Prevention, FERPA: Confidentiality of Records, Emergency Management: Evacuation Planning for Students with Special Needs, Safety in the Classroom and others to be determined for educators who support students with exceptionalities.
- IV. The Newport Independent School District subscribes to Kentucky School Board Association's (KSBA) Medicaid Reimbursement Program to manage special education related services and maintain IDEA compliance. The use of custom software – ezEdMed is a time saving management tool that maximizes Medical reimbursements for special education services such as speech and language therapy, occupational therapy, physical therapy, nursing care, audiology, the purchase of assistive technology devices and special transportation. The service documents therapies delivered to the students and progress monitoring made toward students goals.

- a. Provider shall complete in-service training (CEU/EILA credit), webinar and video conferencing with easy-to-use reference manuals. Provider will also receive support and consultation from Kentucky-based special education professional via toll free phone and email.
- b. New providers are required to attend all ezEdMed Trainings in order to execute the reimbursement program. Current providers are required to only attend trainings that are essential to the services they provide. You will be responsible for accurate documentation of all services provided to the special education student based on the service written in the IEP. Services are to be documented within **30 days of the service provided**. Payment for therapies documented in ezEdMed will be made within 30 business days. Incomplete or missing documentation will be addressed first by email and if not corrected following the email a meeting will be scheduled with the special education director.
- c. Evaluations – Medicaid allows providers to use snow days, Professional Development Days and PLC days for writing evaluations and analyzing the evaluation data. This does not include after regular school hours, weekends and holidays.
- d. Providers shall participate in a Random Moment Time Study (RMTS) created by the Medicaid School Based Administrative Claiming (SBAC) program in an effort to recoup costs associated with administrative activities under the Individuals with Disabilities Education Act (IDEA).
- e. A change in a practitioner's License, certification or registration may disqualify the practitioner from covered Medicaid services. It is the responsibility of the therapist and or practitioner to submit a new license when a license expires during the contract period.

This addendum shall constitute the complete understanding of the related service provider and the Newport Board of Education and may not be modified in any manner unless agreed upon by the Superintendent, Special Education Director, and the related service provider. Provisions of this addendum shall remain in effect for the duration of the contracted 2020-2021 school year.

By Kathryn Toennis
Kathryn Toennis
Certified Orientation and Mobility Specialist

Date 06/18/2020

By Lisa Swanson
Lisa Swanson, Special Education Director

Date _____

By _____
Tony Watts, Superintendent
Newport Independent School District

Date _____

CONFIDENTIALITY AGREEMENT

FERPA is the **Family Educational Rights and Privacy Act**. This act prohibits the unauthorized release of personally identifiable information about a child, his/her educational records and unauthorized discussion about a child and his/her family by anyone who works in an educational setting. This does not prohibit the sharing of information about a child or their family that is necessary for you to carry out your job responsibilities.

- Sharing unauthorized information about children and their families is prohibited unless within the scope of your duties as a contracted employee of the District.
- Please use appropriate channels of communication for comments and concerns regarding students, their families, and employees of the District. If concerned about a student, family member or staff person or a situation you became aware of in the context of your duties, please speak with the director of special education, teacher, or principal. Do not discuss your concerns with others.
- Be a caring, supportive and professional member of our school team by respecting the rights and privacy of our children as well as fellow staff.
- Keep our schools safe by reporting student misbehavior that is a danger to that student or others.
- Parents have the right to inspect and review their children's educational records and can request copies of all of these records. If you are requested to share school records with a parent please consult with an administrator in your building before you do so.
- You are not required to share documents that are in the "sole possession of the creator" and "serve only as a private memo or reminder and are not shared with ANYONE other than the creator or a temporary substitute". This would include your case/client notes that are for your use only. If you share these notes with others, they become "open records" that must be shared with a parent/guardian who requests access to educational records.
- Parents may request an amendment of records that they consider "inaccurate, misleading, or in violation of the student's rights of privacy or other rights."
- Release of student information to others outside of our schools requires parental consent except in health and safety emergencies and to another school where a student is enrolled or intends to enroll.
- Parents are given annual notice in the *Code of Conduct* book that explains that "directory information" may be released by a school, unless the parent provides written notice to the school that this information may not be released. (*Directory information includes: name, address, telephone number, date and place of birth, major field of study, dates of attendance, class, participation in officially recognized activities and sports, degrees, and awards received and most recent educational institution attended by the student.*)
- Parental access rights transfer to adult students when they reach age of majority, age 18 in Kentucky.
- Notes concerning a student made by a staff member, retained by that person, and not shared with anyone are exempt from parental access.
- Under certain circumstances a state assigned social worker who is investigating child abuse or neglect reports may require certain information about a child or youth. The school principal will verify the authority of that person and instruct school staff to share verbal or written information about a child accordingly to comply with the law.
- When making a report to law enforcement authorities or social services, only the name, address, parent's name(s) in addition to the facts and circumstances may be shared. No additional information about the student's status may be shared at this time including: grade, disability status, disciplinary record, health status, description of behavior, etc. Additional information may be shared only when the court provides a subpoena or with written parental consent.

I have reviewed these regulations on confidentiality and understand its implications with respect to my contract with the Newport Independent School District.

Signature: Kathleen A. Tolson

Date: 06/18/2020

ACVREP

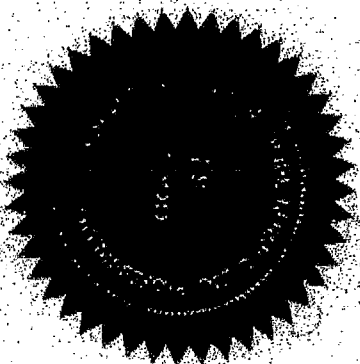
Academy for Certification of Vision
Rehabilitation & Education Professionals

This is to certify that

KATHRYN ALYSSA TOENNIS

Has met all the requirements established to become a

**CERTIFIED ORIENTATION AND MOBILITY
SPECIALIST (COMS)**



Certification Number: 21734

Certification Date: August 26, 2016

Expiration Date: September 30, 2021

Albert M Darnelio IV, ACVREP Chairperson

Albert M Darnelio IV

Kathleen Zaiden
Kathleen Zaiden, President