

### ORIENTATION AND MOBILITY SERVICES AGREEMENT

This Orientation and Mobility Services Agreement ("Agreement") is made and entered into as of July 1, 2021 ("Effective Date") by and between Movin' OM, LLC ("MO") and Newport Independent Schools ("Client"). This Agreement is effective for the 2021-2022 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 2021-2022 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 8<sup>th</sup> Street  
Newport, Kentucky 41071

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Kathryn Toennis  
Movin' Om, LLC

Address:  
6879 Tendefoot Lane  
Cincinnati, OH 45249

By: Kathryn Toennis  
(signature)

Name: Kathryn Toennis

Title: Agent for Movin' Om, LLC

Date: 4/23/2021

Lisa Swanson, Director of Special Education  
Newport Independent Schools

Address:  
30 West 8<sup>th</sup> Street  
Newport, Kentucky 41071

By: Lisa Swanson  
(signature)

Name: Lisa Swanson

Title: Sp. Ed. Director

Date: 4/28/21

**Addendum to Movin' OM, LLC, (MO) Katie Toennis Contract 2021-2022.**

- 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 Newport Independent School District. Failure to comply will result in termination of this contract and your employment.***
- 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.***
- 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 a Medicaid Reimbursement Program to manage special education related services and maintain IDEA compliance. The use of custom software 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 student's 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 Medicaid 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 documented therapies 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. Check school email daily during normal workday hours and respond to all administrators and staff communications within 48 hours during regular school days.
- V. 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.
- VI. In the event, the Newport Independent School District is temporarily closed as a result of an Act of God, sometimes referred to as a force majeure, including but not limited to, extreme weather conditions, an epidemic, pandemic, public health emergency, or for other compelling reasons making it necessary to close schools, the Newport Board of Education and the Special Education Department will require such loss of time to be made up within the school term and/or may extend the school calendar, by all **Related Service Providers**. The district will continue to provide a free appropriate public education (FAPE) to all students with disabilities during a school closure. **Related Service Providers** must determine whether each student on their caseload will benefit from online or virtual instruction/services, instructional telephone calls, and other curriculum based instructional activities, to the extent available. In doing so, **Related Service Providers** should follow appropriate health guidelines to assess and address the risk of transmission in the provision of such services. The District understands there may be exceptional circumstances that could affect how a particular service is provided. If a child does not receive services required by the IEP during a closure the IEP team must make an individualized determination whether and to what extent make up services may be needed, consistent with applicable requirements, including to make up for any skills that may have been lost.

VII. Under remote learning, **Related Service Providers** may extend their traditional public-school workday to meet the minutes/hours required by their caseload to meet the needs of the student's Individual Education Program (IEP). Some IEP meetings may continue to be held virtually during the 2021-2022 school year.

VIII. The Board of Education may also take other actions affecting **Related Service Providers**, who are reasonably required to continue, delay, or revise normal educational processes. Such actions may include reduction and/or extending a contract during a period that teaching is interrupted with both parties in agreement.

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 2021-2022 school year.

**SIGNATURES:**

By Kathryn Toennis  
Kathryn Toennis  
Certified Orientation and Mobility Specialist

Date 4/23/2021

By Lisa Swanson  
Lisa Swanson, Special Education Director

Date 4/28/21

By \_\_\_\_\_  
Tony Watts, Superintendent  
Newport Independent School District

Date \_\_\_\_\_