

# Contract for Orientation and Mobility Services

THIS AGREEMENT is made on \_\_\_\_\_ (date) by and between NW Michigan Orientation and Mobility Services, LLC, hereinafter referred to as "Contractor" and C.O.O.R. Intermediate School District, 11051 N. Cut Road, Roscommon, MI 48653, hereinafter referred to as "District".

It is mutually agreed between Contractor and District as follows:

## 1. Duration and Termination

This Agreement shall continue in effect until \_\_\_\_\_ (date), commencing on \_\_\_\_\_ (date), subject to termination by either party on ten (10) days prior written notice.

Additional provisions, clarifications, or declarations:

## 2. Performance

Contractor agrees to perform services as an independent contractor, following applicable professional practices as recognized by the Academy for Certification of Vision Rehabilitation & Education Professionals (ACVREP). Contractor's duties include evaluating the need for Orientation and Mobility (O&M) Related Services (as defined in federal regulations), providing recommendations about the needed O&M Related Services, attending IEP and evaluation meetings, providing all services necessary to meet O&M goals in the IEP, transporting students to and from service and teaching locations, consulting with District staff, administrators, and parents, providing all necessary progress reports, and any other activities necessary to meet the O&M needs of the student. Contractor will review evaluation reports, IEPs, and other relevant documentation prior to commencing therapy. Contractor carries professional liability insurance and will maintain a chauffeur's license. District agrees to provide a copy of all relevant evaluations and IEPs upon retaining the services of the Contractor and prior to the commencement of services.

## 3. Time for Performance

Services under this contract will be provided during normal school days and hours, or different if specifically stated herein or in the student's IEP, provided that District will give a minimum of 10 days notice of its intention to use Contractor's services outside of these hours. This notice requirement may be waived at the sole discretion of Contractor.

## 4. Payment and Billable Activities

The billable rate of pay will be \$70.00 per hour. All duties listed above in "Section 2 Performance" shall be billable hours. Contractor agrees to bill, and District agrees to pay for all reasonable and appropriate services. No more than 15 minutes of preparation, consultation, and progress monitoring time will be billable for every face-to-face teaching session. Up to 30 minutes of preparation, consultation, and progress monitoring time will be billable prior to an IEP meeting, and at the end of every quarter, trimester, and/or summer school session during which a student received services. Contractor will be reimbursed for mileage expenses from student portal to portal at the federal mileage reimbursement rate in effect at the time of travel. Contractor will also be reimbursed at the billable rate for portal to portal travel time. Contractor will make reasonable efforts to minimize travel times and distances.

Cancellations: if a student had been scheduled, but is unavailable during the scheduled session, payment remains due at the billable rate, with the exclusion of district snow days. A reasonable effort will be made to utilize the time for case management or other follow-up duties. If Contractor is not available for the session, reasonable efforts to notify the District and reschedule the session will be made. All additional therapy expenses incurred (public transportation with a student, maps, other individual use items) will be reimbursed with prior approval when possible and when invoiced with a receipt.

Payments will be due within 30 calendar days of the postmarked date of the invoice. Any payments for fees or costs not received by Contractor within 30 calendar days of the postmarked date will be deemed late and shall be subject to a 1.5% per month (18% annual) late charge, beginning on the due date. District agrees to be responsible for Contractor's costs in collecting late payments, including reasonable attorney's fees. Payment shall be made to NW Michigan Orientation and Mobility Services, LLC.

### 5. Assignment

This contract may not be assigned or transferred by either party without the prior written consent of the other party.

### 6. Integration

This agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this contract are nonbonding, void, and of no effect. Neither party has relied on such prior representations in entering into this Agreement.

### 7. Governing Law

This Agreement shall be governed by the laws of the State of Michigan.

By _____	By _____
DISTRICT Representative	Jennifer Fritton, MA, COMS
Title _____	Title Certified Orientation and Mobility Specialist
Date _____	Date 7/30/2024 _____