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DEPT. OF STUDENT SERVICES  
KEN-TON UFSD



# Olmsted Center

FOR SIGHT

May 27, 2016

~~Kenton Central~~ School District  
Office of Special Education  
1500 Colvin Boulevard  
Kenmore, NY 14223

Enclosed is your Vision Rehabilitation Service Agreement for the 2016-2017 academic year. We are pleased you have chosen to contract with the most comprehensive and specialized provider of Vision Rehabilitation Services in western New York. For your convenience we have consolidated the Orientation & Mobility (O&M) and Teacher Visually Impaired (TVI) services into a single agreement and have indicated on Appendix-A the specific services you have requested we provide for your District. Please contact us directly if there are additional services you would like us to provide.

We strive to exceed the service expectations of your teachers, children and their parents and request that you contact us directly in the event you have any feedback or information that would improve our service to your District.

The following individuals will be your direct points of contact for the respective services:

**TVI Services**

MaryAnne Whelan  
Interim Director, Early Education Program  
(716) 836-7556 x305  
[mwhelan@olmstedcenter.org](mailto:mwhelan@olmstedcenter.org)

**O&M Services**

Sheri Shaw  
Vice President, Vision Rehabilitation Services  
(716) 888-4578  
[sshaw@olmstedcenter.org](mailto:sshaw@olmstedcenter.org)

In addition, please feel free to contact me directly at any time at (716) 888-4540.

Please sign and return one copy of the enclosed Agreement at your earliest convenience. You may also scan the signed agreement to the email address provided above.

Sincerely,

Tamara B. Owen  
President & CEO

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# Olmsted Center

FOR SIGHT

Vision Rehabilitation Services

## SERVICE AGREEMENT

*ATA*  
*Kenmore-Town of*  
**THIS SERVICE AGREEMENT** made as of this July 1, 2016 between ~~Kenton-Central~~  
*Tonawanda Union Free*  
School-District, Office of Special Education, 1500 Colvin Blvd, Kenmore NY 14223 (the "District")  
and **ELIZABETH PIERCE OLMSTED, M.D. CENTER FOR THE VISUALLY IMPAIRED** d/b/a  
Olmsted Center for Sight, a New York not-for-profit corporation with offices at 1170 Main Street,  
Buffalo, New York 14209, (the "Contractor").

### WITNESSETH:

**WHEREAS**, the District, which, among other things, provides intervention and services for children with sensory integration needs, vision and/or hearing impairments and other developmental disabilities; and

**WHEREAS**, the Contractor employs specially trained Orientation & Mobility (O&M) Specialists and Teachers of the Visually Impaired (TVI) and provides specialized vision rehabilitation services (the "Services"), and

**WHEREAS**, the District wishes to contract with the Contractor for vision rehabilitation services for students who are visually impaired at the District from time to time.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:



## ARTICLE ONE

### Engagement

1.1 Subject to the terms hereof, the District hereby engages Contractor to provide the appropriate credentialed specialist providers to provide the contract services indicated in **Appendix-A** for students who are visually impaired at the District and Contractor hereby accepts such engagement. District shall make available classroom or other space within the District suitable for the furnishing of the contracted Services hereunder.

1.2 Contractor shall make Services available to those students in the District who are from time to time determined by the District to be in need of such Services, in accordance with the Individualized Education Plan ("IEP") established for each student. The scheduling of Services shall be determined jointly by the parties, as shall the duration, frequency and type of Services to be provided for each student, consistent with the IEP for such student; provided, however, Services shall be scheduled during hours that District is in session.

1.3 All Services shall be deemed rendered by and on behalf of the District and the District shall be responsible for assuring adherence to the IEP established for each student of the District receiving Services.

1.4 The Contractor shall at all times be acting as an independent contractor of the District. Under no circumstances shall any specialist provider be deemed an employee of the District, and the Contractor shall be deemed the employer of each specialist provider for all purposes.

1.5 All records and files of the District concerning Services provided to students of the District shall belong to and remain the property of the District; provided, however, during the term of this Agreement and for a period of three (3) years thereafter, Contractor shall have the right to inspect and/or copy such records and files for any reasonable educational or business purpose with signed parental consent.

1.6 In the event that new and/or replacement equipment is necessary for instruction the instructor will notify the District. After District approval, such equipment pricing information will be

included on the monthly invoice with the detailed information of recommended equipment.

## **ARTICLE TWO**

### **Term**

2.1 This Agreement shall be effective as of the date hereof and shall continue in full force and effect through the end of the school calendar year or end of student's IEP date.

2.2 Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. All Services provided by Contractor through the date of termination will be paid within five (5) days of the termination date

## **ARTICLE THREE**

### **Compensation**

3.1 As payment in full for all Services rendered by Contractor hereunder, the District shall compensate the Contractor for the Services rendered at the rate outlined in **Appendix-B**. The District shall be required to pay for mileage to and from the Contractor (service office at 1170 Main Street, Buffalo, NY 14209) at the current federal rate per mile. Without limiting the generality of the immediately preceding sentence, no additional compensation shall be payable to Contractor for preparatory work performed by the specialist providers in connection with the Services.

3.2 By the 15<sup>th</sup> of each month, Contractor shall furnish District with a statement indicating the number of Sessions and calculated mileage provided by Contractor during the most recently completed month, and the corresponding recipients of Services. Documentation of Services must follow standard SED/County/District reporting formats and must be submitted and complete prior to payment for service. Within thirty (30) days of District's receipt of such statement the District shall remit full payment of the amount due Contractor for said Sessions and mileage hereunder. Each party shall provide the other with full access to records in order to allow such party to verify the number and/or duration of Sessions provided hereunder and/or amounts due to Contractor hereunder.

## **ARTICLE FOUR**

### **Duties of Contractor**

4.1 Contractor shall cause each specialist provider to regularly consult with the District concerning Services and IEPs, to prepare any necessary reports and maintain any necessary records relating thereto, and to participate in case conferences, caseload review and other such professional activities relating to Services as may be reasonably necessary or appropriate from time to time.

4.2 Contractor shall cause each specialist provider to perform Services in accordance with (a) all applicable requirements of federal, state and local laws, rules and regulations; (b) the reasonable policies and procedures of the District to the extent applicable to Services; and (c) recognized professional standards applicable to the Services.

## **ARTICLE FIVE**

### **Insurance**

5.1 The Contractor shall maintain, at its own expense, insurance through a company licensed to do business in New York State in such amounts and for such purposes as the parties hereinafter agree on and shall carry.

5.2 Workers compensation insurance is required by the State of New York.

5.3 Contractor shall, at its own cost and expense, maintain in force a policy of general liability insurance in an amount of one million dollars per incident, three million dollars aggregate and will name the District as an additional insured under their said policies; and shall maintain insurance from an A.M. best rated "secured" New York State admitted insurer which will provide for a 30 day Notice of Cancellation to District;

5.4 The Contractor's policy should provide that it is primary coverage for the District, its Board, its employees and volunteers.

5.5 The Contractor agrees to indemnify the District for applicable deductibles.

5.6 The insurance producer must indicate whether or not they are agent for the companies providing the coverage and be in an amount of:

Commercial General Liability Insurance and Professional Liability Insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate.

5.7 Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the District.

5.8 Contractor is to provide the District with a certificate of insurance, naming the District as additional insured, evidencing that the above requirements have been met prior to the commencement of work.

### **Indemnification of District**

The Contractor will indemnify the District and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises occasioned wholly or in part by an act or omission of the Contractor, its agents, contractors, employees and/or servants. In the event the District shall, without fault on its part, be made a party to any litigation commenced by or against the Contractor, Contractor shall protect and hold the District harmless and pay all costs, expenses and reasonable attorney's fees incurred or paid by the district in connection with such litigation. The Contractor shall provide written notification to the District upon notification or knowledge of any claim being made.

## **ARTICLE SIX**

### **Other**

6.1 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no modification or waiver of any provision hereof shall be made unless it be in writing and signed by all the parties hereto.

6.2 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a continuing waiver or waiver of any past or subsequent breach hereof.

6.3 This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns.

6.4 The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted, unless invalid or unenforceable provision or provision affect the intent or purpose of the agreement, in which case the agreement will be renegotiable.

6.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.6 The headings and subsection headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.7 Any dispute arising under this Agreement shall be subject to the laws of the State of New York and any judicial intervention shall be in the jurisdiction of courts located in the County in which the District resides.

6.8 Any notice required or permitted hereunder shall be given by certified mail, return receipt requested, and shall be delivered to the District or Contractor, as the case may be, at the address first written above, or at such other address as may hereafter be furnished by any party to the other party.

6.9 This Agreement shall be construed in accordance with the laws of the State of New York.

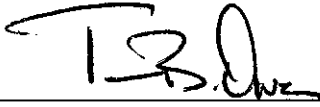


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**Kenton Central School District**

By: \_\_\_\_\_  
(Name and Title)

**Elizabeth Pierce Olmsted, M.D. Center For The Visually Impaired**

By:  \_\_\_\_\_

Tamara B. Owen, President/CEO

## Appendix A – Contract Services

Orientation & Mobility Evaluation

Orientation & Mobility (O&M) Services

TVI Evaluation

TVI Services

Orientation & Mobility Screening\*

TVI Screening \*

\*See Appendix-C for description of Screening

## Appendix B – Fee Schedule

Orientation & Mobility Evaluation	\$180.00 per evaluation + mileage
Orientation & Mobility (O&M) Services	\$100.00 per hour + mileage
TVI Evaluation	\$180.00 per evaluation + mileage
TVI Services	\$90.00 per half-hour + mileage
Orientation & Mobility Screening*	\$100.00 (30 minute screening) + mileage
TVI Screening *	\$100.00 (30 minute screening) + mileage

**Notes:**

Mileage = current Federal Rate per mile; round-trip distance from Contractor Agency; if multiple students serviced on same trip, mileage charged once.

\*See Appendix-C for description of Screening

## **Appendix C**

### **Screening for O&M or TVI Services**

A screening is a preliminary appraisal to determine if a formal evaluation is warranted. If a screening is justified by the classroom teacher or therapist, a request will go to the District or Agency Director and the Olmsted Center will be notified.

The request will be given to a TVI/O&M specialist who will use one 'teaching session' to screen the student and communicate with the teacher/therapist to determine if the child is eligible for a TVI or O&M evaluation. At that time, the request will go to the District or Agency Director for approval and follow-through.

The cost of the screener will be at a one-time "Session" billed upon completion and according to profession (TVI or O&M).