



**Association for Vision Rehabilitation & Employment, Inc.
174 Court Street
Binghamton, NY 13901**

PROFESSIONAL SERVICES AGREEMENT

Agreement made on August 9, 2022 by and between the Association for Vision Rehabilitation & Employment, Inc. (AVRE), and Vestal Central School District.

Whereas, AVRE is a New York non-profit corporation which provides Orientation & Mobility Services and Whereas, Vestal Central School District desires to avail itself of Orientation & Mobility Services and AVRE desires to render such services to Vestal Central School District and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **ENGAGEMENT.** Vestal Central School District hereby engages AVRE and they accept engagement on the terms and conditions contained in the Agreement.
2. **TERM.** The Term of their Agreement shall commence on August 9, 2022 through June 30, 2023.
3. **DUTIES.** AVRE agrees to provide Orientation & Mobility Services for students of Vestal Central School District as mutually agreed to in writing.
4. **COMPENSATION.** Vestal Central School District agrees to pay AVRE a fee of one hundred and two dollars (\$102.00) per hour for Orientation & Mobility Services and also agrees to pay AVRE the cost of equipment recommended for use in the provision of any recommended Orientation & Mobility Services where said recommended equipment and service are provided by AVRE and approved by Vestal Central School District. The hourly charge would also include the attendance of the professional staff member at required meetings, (such as IEP) for the individual receiving services from AVRE Mileage will be charged at the prevailing IRS rate at the time of service roundtrip from AVRE to the service environment for the individual identified for services in this contract. A monthly invoice will be generated from AVRE for completed service and mileage.

ASSOCIATION FOR VISION REHABILITATION AND EMPLOYMENT, INC.

Professional Service Agreement

5. **CANCELLATION OF APPOINTMENTS.** If the consumer is unavailable for services, Vestal Central School District shall notify AVRE a minimum of two (2) hours prior to the scheduled time of service. Failure to do so will result in Vestal Central School District being billed for the scheduled appointment where the consumer was not available.
6. **INDEPENDENT CONTRACTOR.** In performing the duties, AVRE is acting as an independent contractor, and not an employee of Vestal Central School District.
7. **CONSUMER'S RECORDS.** All consumers of Vestal Central School District whether or not treated by AVRE shall be deemed consumers of Vestal Central School District and all consumer records shall be deemed the property of Vestal Central School District.
8. **SEVERABILITY.** If any part of the agreement is found to be void or unenforceable for any reason, the remainder of this Agreement shall be severable and may be enforced accordingly.
9. **COMPLIANCE.** Notwithstanding any other provision in this contract, Vestal Central School District remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions or federal, state and local statutes, rules and regulations.
10. **Federal Health Care Program Eligibility.** AVRE represents and warrants that it, nor its employees or contractors, are not excluded from participation in, and is not otherwise ineligible to participate, in a "federal health care program", including but not limited to Medicaid and Medicare, as defined in 42 U.S.C. Section 1320-a-7b(f) or in any other government program. In the event that AVRE or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, AVRE agrees that it will notify Vestal Central School District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify Vestal Central School District of the exclusion constitutes a material breach of this agreement and cause for Vestal Central School District to terminate the agreement immediately.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties and may not be amended or changed except by agreement in writing signed by the parties.

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

Authorized Representative

Name: J. Dinno Nistico

Signature: _____

Title: BOE President, Vestal Central School District Date: 8/23/22

Authorized AVRE Representative

Name: Kenny Fernald

Signature:  _____

Title: President/CEO Date: 8/9/22