

Arlington Public Schools

Procurement Office 2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681 www.apsva.us

June 21, 2021

Via Email

Mobility Etc. LLC Attn: Jacquelyn Pavelko 13156 Morning Spring Lane Fairfax, VA 22033 Jacquelynpavelko@mobility-etc.com

Subject:

Orientation and Mobility Specialists (O&M) Contract 50FY20-3 Amendment No. 1

Dear Ms. Pavelko:

Attached is Amendment No. 1 (Amendment) to revise the Contract Title, and Scope of Work at the prices reflected herein. All other terms and conditions shall remain unchanged.

Please indicate your acceptance by having an officer of your firm sign and return the acceptance portion attached. Upon receipt, APS will execute the Amendment and return a copy to your office.

Please provide an updated Certificate of Insurance with the signed Amendment.

Sincerely,

Lashua D. TY

Joshua A. Makely, CPPO, CPPB Assistant Director of Procurement

JAM:jam

Enclosure

Arlington Public Schools



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Amendment No. 1

Subject:

Teachers for Visually Impaired (TVI) and Orientation and Mobility Specialists (O&M) Contract 50FY20-3 Amendment No. 1

Contractor:

Mobility Etc. LLC Attn: Jacquelyn Pavelko

13156 Morning Spring Lane

Fairfax, VA 22033

Jacquelynpavelko@mobility-etc.com

Contract: 50FY20-3

By mutual agreement, Contract No. 50FY20-3, is hereby amended revising the Contract Title as reflected herein and revising the Scope of Work to add Teachers for Visually Impaired (TVI) at the prices reflected herein. A revised Attachment A - Scope of Work and Attachment B - Pricing Schedule are attached.

All other terms and conditions shall remain unchanged.

Arlington Public Schools

Authorized

Signature:

David J. Webb, C.P.M.

Printed Name and Title:

Procurement Director /

Date:

Procurement Agent

Authorized Signature:

Printed Name and Title:

Date:

Mobility Etc. LLC

Jacquelyn Pavelko

President

Attachment A

Scope of Work (Revised Amendment No. 1)

All Services shall be provided to eligible students, in accordance with the student's Individualized Education Program (IEP) or 504 plan.

A. Teachers for Visually Impaired (TVI) Services (Intentionally deleted)

- 1. Blind or visually impaired services may require the Contractor to provide the following. This listing is not exhaustive.
 - a) Conduct Functional Vision Assessments (FVA), Learning Media Assessments (LMA) and other evaluations as appropriate;
 - b) Conduct or participate in assistive technology evaluations as appropriate;
 - c) Refer students for Orientation and Mobility evaluations as appropriate;
 - d) Refer students for low vision exams conducted by low vision practitioners as appropriate;
 - e) Prepare reports, present findings and interpret evaluation and assessment results regarding the impact of a visual impairment;
 - f) Participate in eligibility, IEP, 504 Plan, staffing, department and/or other meetings as appropriate or necessary;
 - g) Provide direct instruction and/or consultation in visual efficiency, tactile symbols, Braille, assistive technology, auditory skills, social skills, use of near and low vision devices, and other areas of the Expanded Core Curriculum (ECC), as appropriate;
 - h) Modify the environment to accommodate specific visual needs;
 - i) Model appropriate instructional techniques;
 - j) Provide, create, and acquire adapted materials;
 - k) Maintain current eye reports on each student and interpret ophthalmological information to the educational team as appropriate or necessary;
 - Provide training and consultation to the educational team in school and to professional in applicable community settings (e.g., community-based instruction and community-based employment) as appropriate or necessary;
 - m) Determine appropriate accommodations and/or modifications and recommend adapted strategies for access to the general curriculum and participation in the school community;
 - n) Refer each eligible student to the Department of the Blind and Visually Impaired (DBVI) after securing a signed parental release to share information;
 - o) Maintain records and documentation as required by APS;
 - p) Ensure that each student has updated FVA, low vision assessment, and O&M evaluation, as appropriate;
 - q) Complete and submit end-of-year reports annually to DBVI for applicable students;
 - r) Maintain inventory of materials on loan from DBVI's Learning Resource Center; and provide DBVI with copies of recent eye examination reports or any change in contact information for students open to DBVI.

B. Orientation and Mobility (O&M) Specialist Services

- Orientation and Mobility Specialist services may require the Contractor to provide the following.
 This listing is not exhaustive.
 - a) Conduct Orientation and Mobility assessments and assist with other student evaluations as appropriate;
 - b) Prepare reports, present findings and interpret evaluation and assessment results regarding the impact of a visual impairment on mobility;
 - c) Orient students to unfamiliar environments;
 - d) Instruct in efficient use of low vision for movement;
 - e) Teach efficient use of low vision devices;
 - f) Teach use of mobility tools, including the long cane and adaptive mobility devices, for safely negotiating the environment;
 - g) Provide travel experiences in the community, when appropriate;
 - h) Participate in IEP, 504 Plan, staffing, department and/or other meetings as appropriate or necessary;
 - i) Modify the environment to accommodate specific mobility needs;
 - j) Model appropriate instructional techniques;
 - k. Provide, create, and acquire adapted materials, such as tactile maps and mobility devices,
 - Provide training and consultation to the educational team in school in applicable community settings (e.g., community-based instruction and community-based employment) as appropriate or necessary;
 - m. Determine appropriate accommodations and/or modifications and recommend adapted strategies for access to the general curriculum and participation in the school community;
 - n. Maintain records and documentation as required by APS.

C. Teachers for Deaf or Hard of Hearing (TDHH) Services (Intentionally deleted)

D. Qualifications and Staffing

- 1. Qualifications:
 - a. Any service provider offered by the Contractor shall meet the following requirements:
 - For Teachers for Visually Impaired Services: (Intentionally deleted). Possess and provide evidence of a current Virginia teaching license with an endorsement in special education visual impairments, preK12, or provisional license according to Virginia Licensure Regulations for School Personnel (http://www.doe.virginia.gov/teaching/licensure/), 8VAC20-22-550;
 - ii. <u>For Orientation and Mobility Specialists Services:</u> Possess and provide evidence of certification in orientation and mobility by either the Academy for Certification of Vision Rehabilitation and Education Professionals (https://www.acvrep.org/) or the National Blindness Professional Certification Board (https://www.nbpcb.org);
 - iii. For Deaf of Hard of Hearing Services: (Intentionally deleted).

- b. Tuberculosis screening completed within the 12-month period preceding the start of the service assignment. The certificate shall state that the person is free of communicable tuberculosis.
- c. All licenses and certifications shall be kept current through the entire Contract term, including renewals. Documentation of all licenses and certifications is required within three (3) business days after its request by APS.
- d. Candidates may be required to undergo a pre-acceptance interview by APS staff. If the candidate is deemed unacceptable, the Contractor shall offer additional candidates until an acceptable candidate is selected, at no additional cost to APS.

2. Staffing Requirements:

- a. The Contractor shall have the capability to provide sufficient staff to accommodate all requests for services.
- b. Any actions by the Contractor's staff deemed to be inappropriate may be cause for not allowing staff to provide services for APS assignments.
- c. The Contractor's staff agrees to work, normally, a 7 hour work day <u>if</u> required by APS. The Contractor's day cannot exceed a 7 hour work day unless written permission is obtained from APS. However, depending on the frequency that invoices are submitted, this can be an average based on total number of days worked per invoice period.
- d. The Contractor agrees that APS shall not provide paid lunch or travel mileage. Staff that is required to travel to multiple sites during the work day shall document travel time on their timesheets and shall note travel time on their schedules. Travel to and from work is not paid time. No portal-to-portal charges or fuel surcharges are permitted under any resulting Contract.
- e. The Contractor agrees to provide a written two (2) week termination notice to APS in the event assigned personnel separates from the Contractor. In these instances, the Contractor agrees to provide resumés of potential replacement candidates to APS for its consideration with its written two (2) week termination notice.
- 3. The Contractor's staff assigned to provide services shall be responsible for the following:
 - a. Notifying appropriate school personnel, and parent if appropriate, if they will be absent;
 - b. Working within the school's policies and regulations, as enforced by the principal at each school where services are being rendered. The APS School Board policies can be viewed at https://www.boarddocs.com/vsba/arlington/Board.nsf/goto?open&id=B26QVF6B23A6.
 - c. Reporting to the school office when entering and exiting a school campus, and wearing a picture identification badge at all times;
 - d. Reporting to the assignment appropriately dressed to provide services;
 - e. Not interfering with the essential functions of any teacher or other school staff;
 - f. Complying with Department of Teaching and Learning procedures;

E. Cancellations and Inclement Weather:

- 1. Any and all requests for cancelation of services must be submitted in writing from an authorized employee of the Contractor to APS.
- 2. If the person requiring services ("client") does not show up for the assignment, the scheduled TVI, O&M, TDHH (hereafter in this Section referred to as "Provider") is required to remain at the assignment site for 15 minutes for every hour of the scheduled assignment or until

dismissed by an authorized APS employee. <u>The Contractor will be entitled to receive compensation equal to the full amount of the original assignment</u>. No other fees may be added.

In these situations, APS will work with the scheduled Provider to redirect their scheduled assignment to another recipient and/or site to otherwise utilize the Provider for the assignment time scheduled. For this reason, it is beneficial for candidates to be skilled at working with students in grades K-12, as assignment may be adjusted and the scheduled Provider may be tasked with servicing a different client than the originally booked on the assignment.

- 3. APS closings can be found at the APS home page https://www.apsva.us, the emergency alerts page https://www.apsva.us/emergency-alerts/, the recorded telephone hot line 703-228-4277, in English and in Spanish, as well as through local television stations (Verizon channel 41 or Comcast channel 70), radio stations and social media (Facebook and Twitter).
 - a. If APS declares administrative leave/closes school or the facility where the assignment is to take place is closed on the day of the assignment, the assignment will be canceled and Contractor may bill for 25% the total amount for the day's assignment. For example, if an assignment is for 7 hours and APS declares administrative leave whereby schools are closed, the Contractor may seek compensation for 1.75 hours of work for that day. This section takes precedence over Section E paragraphs 2 and 3 above.
 - b. If APS declares **unscheduled leave/dismisses early** for weather related conditions or other reason(s) on the day of an assignment, it is the responsibility of the APS department requesting the service and the Contractor to contact one another to verify how the assignment will be adjusted. APS and the Contractor may mutually choose to adjust the assignment to align with the unscheduled leave/early dismissal. If this is the case, the Contractor shall be compensated equal to 25% of the assignment that ended early due to the unscheduled leave/early dismissal <u>plus</u> the full amount for the portion of the assignment that is completed prior to the unscheduled leave/early dismissal. This section takes precedence over Section E paragraphs 2 and 3 above.
 - c. If APS issues a delayed start to the school day on the day of an assignment, the Contractor is expected to adjust their scheduled arrival based on the delayed start. The Contractor shall be compensated only for the portion of the assignment completed and not for any portion of the assignment not completed due to the delayed start.
- 4. If the Contractor cancels a previously scheduled assignment, the following will apply:
 - a. If a request is submitted to the APS department which requested the service at least two (2) business Days before the start time of the scheduled assignment, the assignment will be canceled and no payment of any kind may be expected for that assignment.
 - b. If a request is submitted to the APS department which requested the service with less than two (2) business Days before the start time of the scheduled assignment, the assignment will be canceled by APS may seek reimbursement for additional fees incurred because of the cancellation. If replacement services are able to be secured for the canceled assignment but replacement assignment rates are higher than in the original assignment, APS may invoice the difference in rates for the assignment to the Contractor who canceled the original assignment. Additionally, if the canceled assignment is filled by APS employees, APS may submit an invoice to the Contractor who canceled the original assignment at the salary rate of the person who performed the work under the assignment for the amount of time spent performing the originally Contract 50FY20-3

requested services. APS reserves the right to seek reimbursement for any additional fees incurred because of the cancelation.

- 5. If the scheduled Provider does not show up for a scheduled assignment and no notice was provided <u>in writing</u> prior to the start time of the scheduled assignment, a warning notice will be sent to the Contractor. After a second time that a scheduled Provider does not show up for a scheduled assignment and no notice was provided <u>in writing</u> prior to the start time of the scheduled assignment, a letter of nonperformance will be issued and APS may begin the process to terminate the contract for cause. APS reserves the right to seek reimbursement for any additional fees incurred because of the absence of the scheduled Provider.
- 6. Aside from instances covered by Section E.4 if a scheduled Provider is late or fails to appear at the agreed upon time for the scheduled meeting for which Provider services are requested, the Contractor will not invoice APS for the time the Provider was absent and will assume responsibility for APS' inability to comply with Title II requirements of the ADA ensuring that services is provided. APS may seek reimbursement for additional fees incurred because of the absence or later arrival. No portal-to-portal charges or fuel surcharges are permitted under any resulting Contract.

End of Scope of Work

Attachment B

Pricing Schedule (Revised Amendment No. 1)

Category A – Teachers for Visually Impaired (TVI)	
Description of Service Fee	Hourly Rate
In-Person Teachers for Visually Impaired	\$95.00

Category B – Orientation and Mobility Specialists (O&M)	
Description of Service Fee	Hourly Rate
In-Person Orientation and Mobility Specialists	\$95.00