

Board Office Use: Legislative File Info.	
File ID Number	12-2483
Introduction Date	9-27-12
Enactment Number	12-2463
Enactment Date	9-27-12



# Memo

To: The Board of Education  
 From: Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date: 9-27-12  
 (To be completed by Procurement)

Subject: Professional Services Contract -  
 Prevent Blindness Northern California San Francisco CA (contractor, City State)  
 968/Health Services (site/department)

Action Requested: Approval of a professional services contract between Oakland Unified School District and Prevent Blindness Northern California. Services to be primarily provided to 968/Health Services for the period of 09/04/2012 through 06/30/2013.

Background: A one paragraph explanation of why the consultant's services are needed.

OUSD Health Services is collaborating with the PBNC in providing free vision screening to pre-kindergarten students. Vision screening to detect vision problems in preschool is crucial because it can be difficult to treat them by kindergarten. Students who do not pass the initial screening will be scheduled for a comprehensive dilated eye exam (by a licensed optometrist) on a mobile eye clinic that will return to the school or nearby location. Health Services will work with the PBNC staff to implement the vision screening program to its full capacity and assess its progress.

Discussion: One paragraph summary of the scope of work.

Approval by the Board of Education of the Professional Services Contract between Oakland Unified School District and Prevent Blindness Northern California, San Francisco, CA, for the latter to provide free vision screening to pre-kindergarten students for the period of September 4, 2012 through June 30, 2013, at no cost to the District.

Recommendation: Approval of professional services contract between Oakland Unified School District and Prevent Blindness Northern California. Services to be primarily provided to 968/Health Services for the period of 09/04/2012 through 06/30/2013.

Fiscal Impact: Funding resource name (please spell out) No Fiscal Impact not to exceed \$0.00

- Attachments:
- Professional Services Contract including scope of work
  - Fingerprint/Background Check Certification
  - Commercial General Liability Insurance Certification
  - TB screening documentation
  - Statement of qualifications



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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Prevent Blindness Northern California (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/04/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed zero Dollars (\$0.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: n/a

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* n/a which shall not exceed a total cost of \$ \_\_\_\_\_.
- CONTRACTOR Qualifications / Performance of Services.**

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:



Professional Services Contract

**OUSD Representative:**

Name: Barbara Parker  
Site /Dept.: 968/Health Services  
Address: 2850 West Street  
Oakland, CA 94608  
Phone: (510) 874-3750

**CONTRACTOR:**

Name: April Nakayoshi  
Title: Program Director  
Address: 1388 Sutter Street Suite 408  
San Francisco CA 94610  
Phone: (415) 567-7600

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

**9. Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

**10. Insurance:**

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

**11. Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.



**Professional Services Contract**

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- Contractor initial: WJ
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).



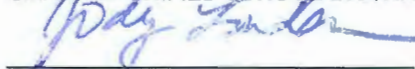
Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

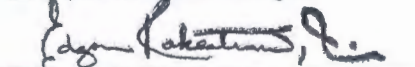
Summary of terms and compensation:

Anticipated start date: 09/04/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 0.00

OAKLAND UNIFIED SCHOOL DISTRICT



- President, Board of Education
- Superintendent or Designee

  
Secretary, Board of Education

9/28/12  
Date

9/28/12  
Date

CONTRACTOR

  
Contractor Signature

7/19/12  
Date

Wing-See Leung, CEO  
April Nakayoshi Program Director  
Print Name, Title

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By: lf



### EXHIBIT "A" Scope of Work

#### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

**Summary for Board Memo and Board Agenda** – Must accurately align with scope of work below.

Ratification by the Board of Education of the Professional Services Contract between Oakland Unified School District and Prevent Blindness Northern California, San Francisco, CA, for the latter to provide free vision screening to pre-kindergarten students for the period of September 4, 2012 through June 30, 2013, at no cost to the District.

#### SCOPE OF WORK

Prevent Blindness Northern California will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$ 0.00 per hour for a total not to exceed \$ 0.00. Services are anticipated to begin on 09/04/2012 and end on 06/30/2013.

**1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Under the supervision of OUSD Health Services staff, Preventing Blindness Northern California (PBNC) will provide the following vision services: 1. Preschool children are screened with a Retinomax (handheld autorefractor), Hirschberg, and Cover tests. 2. Children who do not pass these tests are scheduled for a comprehensive eye exam and visual acuity test by a licensed optometrist on the mobile eye clinic that will return to the school or nearby location. 3. Parents of the referred students will be notified 4. A parent/ guardian must give consent as well as accompany the child for the dilated eye exam (the parent can also give consent for a teacher to accompany the child) 5. If the child needs glasses, the optometrist will write a prescription that is subsequently filled by the project, free of charge to the family (glasses will be delivered to the site by PBNC). 6. PBNC will return to the sites for follow-up.

**2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

A recent pilot of 300 pre-kindergarten students in OUSD identified 10% of the students to have vision problems. The advantage of PBNC identifying students with vision problems and providing the necessary care early on ensures overall care of the student.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- |  |   |
|--|---|
| <input type="checkbox"/> Ensure a high quality instructional core      | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools                           |
| <input type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality  |
| <input type="checkbox"/> High quality and effective instruction        | <input checked="" type="checkbox"/> Full service community district                     |

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

**Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_

**Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
  2. Meeting announcement for meeting in which the SPSA modification was approved.
  3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



# Don't let vision problems that can be detected at 3 last a lifetime.



Many of the most serious vision problems have no outward signs or symptoms. Vision screening to detect vision problems in preschool is crucial because it can be difficult, if not impossible, to treat them by the time your child reaches grade school.

**Prevent Blindness Northern California is performing free vision screening at your child's school.**

*"We are so thankful for the screening provided at Wyatt's school. Without it, his vision weakness would have been undetected for years. He's only been wearing glasses for one month and his eyesight has improved greatly."*

*Sincerely,  
Scott and Shanna  
Parents of a vision-screened child*

PBNC is a nonprofit devoted to the detection of vision disorders at a treatable stage. The gold standard in children's vision screening, PBNC screens 25,000 children annually in Northern California.

Screenings include several tests to determine if your child might need a complete eye exam and glasses. Check with your preschool to find out the date of the vision screening for your child.

**Screening is fast, non-invasive and fun.**

It's often easier to perform vision screening in a preschool than in a pediatrician's office because your child feels comfortable and at ease. Your child's class will be coached by their teacher before the screening so they're ready to "play the game." We make it so much fun, children who don't participate often feel left out.



Focused on vision screening.

1388 Sutter Street, Suite 408 • San Francisco, CA 94109  
[www.eyefinfo.org](http://www.eyefinfo.org)

Please direct questions to: **Prevent Blindness Northern California, 800-338-3041**  
Visit [www.eyefinfo.org](http://www.eyefinfo.org) to view videos about children we've helped through our "Screen at 3" campaign and to make a donation.  
Or text PBNC to 50555 to give \$10 to screen the vision of two children.

© 2010 Prevent Blindness Northern California. All rights reserved.



Child's Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_

## YOUR CHILD'S VISION SCREENING RESULTS

Dear Parent:

As a free community health service, *Prevent Blindness Northern California (PBNC)* certified screeners and/or staff have screened the vision of your child.

Vision screening is not a substitute for a complete eye examination but may help detect decreased vision. Many serious vision problems have no outward signs or symptoms. Detecting vision problems in preschool is crucial because it can be difficult, if not impossible, to treat them by the time a child reaches grade school.

- Your child's vision was considered within normal screening range.
- Your child did not pass the vision screening and it is recommended you make an appointment for a complete eye exam for your child. Prevent Blindness Northern California will offer free eye exams and glasses at the See Well to Learn Mobile Eye Van at the school. If you would like your child to receive a free See Well to Learn exam, please complete the attached consent form.
- It was not possible to screen your child's vision due to absence or inability to complete the screening process. Please check with your child's teacher or school director for the next screening date, if available.

If you have questions please call (415) 567-7500 and ask for Program staff



## LOS RESULTADOS DEL EXAMEN INICIAL DE LA VISTA DE SU HIJO(A)

Nombre del niño(a) \_\_\_\_\_ Fecha de nacimiento: \_\_\_\_\_

Estimados padres:

Somos una organización que proporciona servicios de salud gratuitos para la comunidad. Nuestros evaluadores y/o personal de *Prevent Blindness Northern California (PBNC)* han efectuado un examen de la vista de su hijo(a).

**Un examen de la vista no es sustituto de un examen completo de los ojos**, pero puede ayudar a detectar deficiencias en la vista. Muchos de los problemas mas graves de la visión no representan signos ni síntomas externos. Los exámenes de detección de problemas de la visión para niños en edad preescolar son decisivos ya que puede ser difícil, si no imposible, tratar estos problemas cuando su hijo ingresa a la escuela primaria.

- La vista de su hijo(a) se considera normal dentro del alcance del examen.
- Su hijo(a) no aprobó el examen de la vista. Se recomienda que haga una cita para que se le realice un examen de la vista completo a su hijo(a). Prevent Blindness Northern California ofrecerá exámenes de la vista gratuitos y anteojos en la camioneta See Well to Learn Mobile Eye en la escuela. **Si le gustaría que su hijo(a) reciba un examen de See Well to Learn por favor complete la forma adjunta de consentimiento.**
- No se pudo hacer el examen de la vista de su hijo debido a su ausencia o incapacidad para completar el proceso del examen. Por favor comuníquese con el maestro(a) de su niño(a) o el director de la escuela para la próxima fecha, si es que hay una disponible.

**Si tiene alguna pregunta, no dude en llamar al (415) 567-7500 y hable con el personal del programa.**

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### 您孩子的視力檢查結果

孩子姓名： \_\_\_\_\_ 出生日期： \_\_\_\_\_

各位家長：

本會 (*Prevent Blindness Northern California*) 是一個提供免費服務的社區健康組織，屬下的認證視力檢查員及/或職員已給您孩子提供視力檢查。

視力檢查並不能完全代替眼睛檢查，但可能有助檢測到視力減退的問題。很多嚴重的視力問題，外表沒有任何跡象或癥狀，所以學前時期的檢測至為重要。待孩子念小學時才檢查是否有任何問題，不是不可能，但卻十分困難。

- 您孩子的視力正常。
- 您孩子不通過視力檢查。我們建議您安排孩子接受一個完整的眼睛檢查。本會停泊在學校的看得清、學得好流動驗眼車將免費提供眼檢及眼鏡。若果您希望孩子接受這項免費服務，請填妥附上的同意書。
- 由於孩子缺席或未能完成整個視力檢查程序，故無法得出任何結果。  
請向孩子的老師或校長查詢下次視力檢查日期（如有的話）。

如有任何疑問，請致電 (415) 567-7500，向工作人員查詢。

Prevent Blindness Northern California | 1388 Sutter Street, Suite 408 | San Francisco, CA 94109  
(415) 567-7500 | Fax: (415) 567-7600 | [www.eyefinfo.org](http://www.eyefinfo.org) | [anakayoshi@eyefinfo.org](mailto:anakayoshi@eyefinfo.org)



Child's Name: \_\_\_\_\_ DOB \_\_\_/\_\_\_/\_\_\_ School: \_\_\_\_\_

**PREVENT BLINDNESS SEE WELL TO LEARN MOBILE EYE CLINIC FOR CHILDREN CONSENT FORM**

Your child has recently completed a vision screening. Your child has been recommended for an exam by an eye doctor (optometrist or ophthalmologist). The purpose of this professional eye exam is to determine if your child has an eye problem and, if needed, to provide glasses or referral in order to prevent permanent vision loss and to help assure that your child has the eyesight to succeed in school. This eye exam may be performed by your personal eye doctor or by an eye doctor in the Prevent Blindness *See Well to Learn* mobile eye clinic. Because of a special program funded by the Tipping Point Community, we are currently able to provide free eye examinations and eyeglasses, if needed, in the Prevent Blindness *See Well to Learn* mobile eye clinic.

**VISION EXAM AND GLASSES (IF NEEDED) AT NO COST**

With your consent, your child will receive a standard eye examination in the Prevent Blindness *See Well to Learn* mobile eye clinic at school. As part of this standard exam, your child's eyes may be dilated in order for the eye doctor to get the best results from the examination. If your child is found to need glasses, an experienced professional will make an appropriate selection of glasses. A parent or other adult designated by the parent must accompany the child to the exam.

**I consent to the See Well to Learn exam**

- I will accompany my child to the exam
- I give permission for \_\_\_\_\_ to accompany my child
- Please have a teacher or school staff accompany my child

**I do not wish to have my child examined**

*(Please share the results of your child's exam for program evaluation)*

- My child has already received an eye exam
- I will make an exam with an eye doctor
- Other \_\_\_\_\_

I give consent to Prevent Blindness Northern California to use my child's photo for the general purposes of promoting their programs to prevent blindness.  **Yes**  **No**

**SAFEGUARDS TO PRIVACY**

Your child's record is confidential. We request your authorization to release information to Prevent Blindness Northern California and to the UCSF/UCSD Departments of Ophthalmology to evaluate the success of the program. The information to be released includes the results of your child's eye exam, age, ethnicity, and use of glasses, if needed.

I agree to release this information. All information that identifies my child will be kept confidential by Prevent Blindness and the UCSF/UCSD Departments of Ophthalmology.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Date

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number (Required)

\_\_\_\_\_  
Address

(\_\_\_\_\_) \_\_\_\_\_  
Alternate number





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> DeWitt Stern Group, Inc. 150 N. Wacker Drive, Suite 2120 Chicago IL 60606	<b>CONTACT NAME:</b> Jo Delgado <b>PHONE (A/C No. Ext):</b> 312-252-2155 <b>E-MAIL ADDRESS:</b> jdelgado@dewittstern.com	<b>FAX (A/C No.):</b> 312-252-2175
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> NORTH25 Northern California Society to Prevent Blindness to Prevent Blindness 1388 Sutter Street, Suite 408 San Francisco CA 94109	<b>INSURER A:</b> National Indemnity Insurance	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1249787135                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			71APR273510	3/9/2012	3/9/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Liability as respects the PBNC Eye Mobile Vehicle  
Evidence of Coverage

**CERTIFICATE HOLDER**

**CANCELLATION**

Oakland Unified School District Health Services 2850 West Street Oakland CA 94608	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Charles R. Johnson</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/8/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DeWitt Stern Group, Inc. 150 N. Wacker Drive, Suite 2120 Chicago IL 60606	CONTACT NAME: Jo Delgado
	PHONE (A/C, No, Ext): 312 252 2155 FAX (A/C, No): 312 252 2175 E-MAIL ADDRESS: jdelgado@dewittstern.com
INSURED Prevent Blindness Northern California 1388 Sutter Street; #408 San Francisco, CA 94109	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Insurance Co
	INSURER B: Hartford Fire Insurance Co.
	INSURER C: Underwriters at Lloyds of London
	INSURER D:
	INSURER E:

**COVERAGES**                      **CERTIFICATE NUMBER:** 2017606911                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			PHPK845914	4/1/2012	4/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK845914	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	83WECII9253	4/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability Claims Made Retro Active Date: 4/1/2005			457752	4/1/2012	4/1/2013	Each Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Preschool Vision Screening and Exams: April 2012 - March 2013 | 8:30 to 5pm  
Evidence of Coverage

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Health Services 2850 West Street Oakland CA 94608	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Charles R. Johnson</i>
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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

### Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [barbara.parker@ousd.k12.ca.us](mailto:barbara.parker@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Prevent Blindness Northern California	Agency's Contact	April Nakayoshi			
OUSD Vendor ID #	I005308	Title	Program Director			
Street Address	1388 Sutter Street Suite 408	City	San Francisco	State	CA	Zip 94610
Telephone	(415) 567-7600	Email (required)	anakayoshi@eveinfo.org			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No			

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/04/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 0.00	Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
	No Fiscal Impact		5825	\$ 0.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>			<b>Total Contract Amount</b>	<b>\$ 0.00</b>

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

- OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Barbara Parker	Phone	(510) 874-3750
	Site / Department	968/Health Services		Fax	(510) 874-3748
	Signature			Date Approved	9/5/12
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	Maria Santos		Date Approved	9-15-2012
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received	PO Number			

