Board Office Use: Le	gislative File Info.	
File ID Number	18-0979	
Introduction Date	05/23/18	Ī
Enactment Number	18-1166	
Enactment Date	6/27/18 er	



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Board Meeting Date

(To be completed by Procurement)

May 23, 2018

Subject

Memorandum of Understanding - Vision To Learn (contractor) -922/Community Schools and Student Services Department

(site/department)

Action Requested

Approval of a Memorandum of Understanding between Oakland Unified School District and Vision To Learn. Services to be primarily provided to 968/Health Services Department for the period of September 1.

2017 through June 30, 2018.

Background

A one paragraph Explanation of why the consultant's services are needed.

Vision To Learn operates a school-based mobile vision clinic program referred to as the "Mobile Clinic". They will work in conjunction with Health Services Department to provide vision services to OUSD K-12 students who have been identified as having potential uncorrected vision difficulties. They will perform basic vision examinations. They will also provide prescription eyeglasses, fitting of glasses, and referrals to the school nurse for additional care when indicated.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Vision To Learn, Los Angeles, CA, for the latter to provide a school-based mobile vision clinic program for OUSD K-12 students with potential uncorrected vision difficulties for the Health Services Unit via the Community Schools and Student Services Department for the period of September 1, 2017 through June 30, 2018, at no cost to the District.

Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and Vision To Learn. Services to be primarily provided to Health Services Department for the period of September 1, 2017 through June 30, 2018.

Fiscal Impact

Funding: No Fiscal Impact

Attachments

Memorandum of Understanding

Certificate of Insurance



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 18-0979
Department: 966/Health Services
Vendor Name: Vision To Learn
Contract Term: Start Date: 9/1/2017 End Date: 6/30/2018
Annuai Cost: \$0.00
Approved by: Barbara Parker
Is Vendor a local Oakland business? Yes No
Why was this Vendor selected?
The Vision To Learn operates a school-based mobile vision clinic program referred to as the "Mobile Clinic". They will provide vision services to OUSD K-12 students who have been identified as having potential uncorrected vision difficulties. They will perform basic vision examinations as well as provide prescription eyeglasses, fitting of glasses, and referrals to the school nurse for additional care when indicated.
Summarize the services this Vendor will be providing.
Vision to Learn will provide a school-based mobile vision clinic program for OUSD K-12 students with potential uncorrected vision
Was this contract competitively bid? Yes No V
If No, answer the following:
1) How did you determine the price is competitive?
Professional Services Contract (no cost to the district)

2)	Plea	se ch	eck the competitive bid exception relied upon:
	\vdash	Edu	cational Materials
	Ш	Spe adm	ciai Services contracts for financial, economic, accounting, legal or ninistrative services
		CUP	PCCAA exception (Uniform Public Construction Cost Accounting Act)
		Pro:	fessional Service Agreements of less than \$87,800 (increases a small punt on January 1 of each year)
		F1 I A I	struction related Professional Services such as Architects, DSA Inspectors, ronmental Consultants and Construction Managers (require a "fair, competitive ction process)
		Ene	rgy conservation and alternative energy supply (e.g., solar, energy servation, co-generation and alternate energy supply sources)
	닉	Eme	ergency contracts [requires Board resolution declaring an emergency]
	Ш	Teci	hnology contracts
			electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
			contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		\vdash	Western States Contracting Alliance Contracts (WSCA)
		Ш	California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
		Pigg	yback" Contracts with other governmental entities
•		Peri	shable Food
		Sole	Source
		Char not e	nge Order for Material and Supplies if the cost agreed upon in writing does exceed ten percent of the original contract price
		Othe	er, please provide specific exception

MEMORANDUM OF UNDERSTANDING BETWEEN VISION TO LEARN AND OAKLAND UNIFIED SCHOOL DISTRICT

This agreement ("Agreement") is entered into by and among Vision To Learn, hereinafter referred to as "Agency", and Oakland Unified School District, hereinafter referred to as "District".

WITNESSETH

WHEREAS, Agency operates a school-based mobile vision clinic program, hereinafter referred to as "Mobile Clinic";

WHEREAS, the District desires that Agency operate the Mobile Clinic on District property as set forth herein below;

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

General Information:

1. The delivery of services by Agency will be on the premises of selected OUSD K-12 school sites, on days and at times as mutually agreed upon by both parties.

II. Obligations of Agency:

- Be solely responsible for staffing and providing services under this Agreement. Agency certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services.
- 2. Provide adequate supervision of the professional staff and/or trainees.
- 3. Certify that Agency staff will follow legal guidelines on reporting child abuse.
- Certify that all personnel in contact with children shall provide evidence of freedom from tuberculosis upon request of the District and that personnel meet District criminal conviction standards.
- 5. Be responsible for the cost, care and maintenance of the Mobile Clinic.
- 6. Be responsible for the services described herein with parent/guardian written approval. Services shall include:
 - a. Basic vision examination for Referred Students'
 - b. Prescription and fitting of glasses
 - c. Provision of glasses from Provider's available selection. Glasses will be delivered on a separate date approximately two weeks after exam.
 - d. As feasible and appropriate, referrals to the school nurse additional care where indicated.
- Should services by Agency include any form of medical services, including diagnostic services, treatment or counseling, Agency shall obtain written parent consent prior to providing service(s) to a minor.

III. Obligations of the District:

- Provide the Mobile Clinic medical team with any necessary utilities, including electrical hookups, as required for the Mobile Clinic.
- 2. Health Services Unit shall:

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- a. Facilitate the education of OUSD faculty, staff and parents about the vision mobile clinic and how to make referrals to the vision mobile clinic
- Collaborate with the vision mobile clinic.
- c. Assist in developing a plan to identify students with vision difficulties who would benefit from the vision mobile clinic services
- d. Refer students that have been previously screened and failed the vision screening to the vision mobile clinic.
- e. Obtain written parent/guardian consent for referred students on a consent form provided by Agency.
- f. Assist in the scheduling of clinic dates with school site principals and assist in scheduling students and parents for clinic visits.
- g. Communicate with the vision mobile clinic team regarding the vision status of students seen in the vision mobile clinic as allowed by HIPAA and FERPA.

IV. Billing:

Services will be provided at no cost to the District or to the students served.

V. Insurance:

Agency and District are self-insured entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

VI. Indemnification:

Agency agrees to indemnify, defend (with counsel approved by DISTRICT) and hold harmless the DISTRICT its School Board, State Trustee, officers, employees, agents and volunteers from any and all claims, actions, losses, damages, death, and/or liability resulting from the Agency's negligent acts or omissions which arise from the Agency's performance of its obligations under this Agreement. Agency 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 Agency in connection with the performance of this Agreement. This provision survives termination of this Agreement.

DISTRICT agrees to indemnify, defend (with counsel approved by Agency) and hold harmless Agency and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability which arise from DISTRICT's negligent acts or omissions arising out if its obligations under this Agreement.

In the event Agency and/or the DISTRICT is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the Agency and/or DISTRICT shall indemnify the other to the extent of its comparative fault.

VII. Status of Parties:

The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed
to create a relationship of agent, servant, employee, partnership, joint venture, or association between District and
Agency but is rather an Agreement by and between independent contractors.

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The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

VIII. Assignment;

Neither party hereto shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.

IX. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

X. Rules of Construction:

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the Agency or the District. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. Ail pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XI. Governing Law:

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

XII. Counterparts:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto.

XIII. Severability:

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XIV. Alternative Dispute Resolution:

In the event the District determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Notwithstanding the above, nothing herein shall preclude either party from pursing its legal remedies at law in the event a mutually satisfactory solution is not reached.

XV. Term and Termination:

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- 1. This agreement shall be effective commencing on the execution of this agreement by both parties and terminating June 30, 2019 at which time the agreement shall renew for successive two year terms thereafter. However, this agreement may be terminated, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate.
- 2. Any written notice given under this Section XV shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

Vision To Learn

11611 San Vicente Blvd., Suite 500 Los Angeles, CA 90049 Attention: Gaye Williams, Executive Director

Oakland Unified School District

Health Services 1000 Broadway Suite 150 Oakland, CA 94607

Attention: Barbara Parker, Coordinator, Health Services/ Section 504

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XVI. Health Insurance Portability and Accountability Act (HIPAA):

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy and security of individually identifiable health information (IHI) otherwise defined as Protected Health Information (PHI) or electronic Protected Health Information (ePHI). The HIPAA Privacy and Security Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy and Security Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to IIHI, or PHI or ePHI. Therefore, in accordance with the HIPAA Privacy and Security Regulations, District shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Appendix I.

Agency and all of Agency's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Agency 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. Agency 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.

XVI. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

Agency 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.sam.gov/).

XVII. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XVIII. Authorization:

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties. OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

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IN WITNESS whereof, this Agreement has	s been executed by the	e parties h	hereto as of the	e day and year first written above.
1				
Vision To Learn		The Oal	kland Unified	School District
>		By: ►	Herene	6/28/18
Executive Director CFO			(Authorized sig	nature - sign in blue ink)
Dated: 05 14 18		Name: Title: Su	Kyla Johnsor iperintendent	n and Secretary of the Board
		Dated:		
			6: 1000 Broads Oakland, CA	way, 6 th floor 94607
		ву:	time Eng	6/28/18
		Title: Pre	imee Eng sident of the B	oard
		APPROV	ED AS TO FO	RM
		By: Name: Ar Title: Staf	ndrea Epps	ice of the General Counsel
Approved as to Legal Form	Reviewed by Contract C	compliance		Presented to BOS for Signature
County Counsel				Department Head
Da te	D at e			D at e
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OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at https://www.sam.gov/

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CERTIFICATE OF LIABILITY INSURANCE

VISIO07

OP ID: WP

DATE (MM/DD/YYYY)

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 holds

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1000 Broadway Suite 150

Oakland, CA 94607

AUTHORIZED REPRESENTATIVE



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Austin Beutner, Founder and Chair

Mickey Kantor, Co-Chair Glenville March, Jr., MD

Steve Shafran

Cynthia Watts, Vice Chair

Denita Willoughby

Jake Winebaum

Ann Hollister, Executive Director

August 30, 2017

Ms. Barbara Parker

Oakland Unified School District

Advisory Board

Dear Ms. Parker.

Virginia Beutner, Chair Steven Abraham

Don Attore Glenna Avila Arnie Berghoff

Fr. Greg Boyle, S.), Patrick Butler Wendy Carrillo

Jack Chen Ned Colletti, Jr. Lemuel Danleis David Fleming Stephanie Graves

Eric C. Heins Antonia Hernández

Heldi Hertel Reginald Love Kerman Maddox Veronica Melvin

Molly Munger
Timothy Noonan
Octavio Pescador

Richard Riordan Ellen Schwarzman

Matt Siegier Michael S. Sitrick Jan Sobel

Tom Soto Leandro Tyberg Greg Wells A.W. - - - -

All Vision To Learn employees, including Optometrists and Opticians, are required to complete a TB test and have fingerprinting completed before they are hired and allowed to work in the mobile clinic. TB test results must be sent to and verified by the Vision To Learn Administrative staff.

All Opticians and Optometrists have fingerprints scanned and verified at a Live Scan facility, with results verified by Vision To Learn's Treasurer. All Optometrists are required to send a current copy of their license to Vision To Learn, which is then verified. As such, the California Board of Optometry requires Optometrists to submit Live Scan fingerprints when applying for a license and when renewing their license. LAUSD and all other school districts have deemed this process acceptable as proof of fingerprinting.

As outlined in our MOU, Vision To Learn accepts full liability for the actions of its employees.

Sincerely.

Ann Hollister Executive Director Save Form | Print Form

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018



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