

Board Office Use: Legislative File Info.	
File ID Number	19-1818
Introduction Date	10/10/19
Enactment Number	19-1466
Enactment Date	10/10/19 If



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Department
Paris Pryor, Program Manager, Health Services

Board Meeting Date 10/10/2019

Subject Memorandum of Understanding
Contractor: Vision To Learn
Services For: 968/Health Services

Action Requested and Recommendation Approval _____ by the Board of Education of 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 Oakland Unified School District K-12 students with potential uncorrected vision difficulties and conduct vision screening

for the period of 9/16/19 through 6/30/21, at no cost to the District.

Background
(Why do we need these services? Why have you selected this vendor?)

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

The following are the costs to parents or students (if applicable):

None

Competitively Bid Was this contract competitively bid? No. Exception: No fee for services; in kind partnership.

Fiscal Impact Funding resource(s): No fiscal impact

Attachments

- Memorandum of Understanding

**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:

I. 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:

1. 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.
4. 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. Vision screening for selected sites as mutually agreed upon by both parties
 - b. Basic vision examination for Referred Students'
 - c. Prescription and fitting of glasses
 - d. Provision of glasses from Provider's available selection. Glasses will be delivered on a separate date approximately two weeks after exam.
 - e. As feasible and appropriate, referrals to the school nurse additional care where indicated.
7. Provide district with vision screening results for all students screened by agency
8. 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:

1. Provide the Mobile Clinic medical team with any necessary utilities, including electrical hookups, staff/clinic parking, access and permission to use faxes and printers as required for the Mobile Clinic.

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<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

2. Health Services Unit shall:

- 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
- b. Collaborate with the vision mobile clinic.
- c. Assist in developing a plan for agency to conduct vision screening at selected school sites
- d. Assist in developing a plan to identify students with vision difficulties who would benefit from the vision mobile clinic services
- e. Refer students that have been previously screened and failed the vision screening to the vision mobile clinic.
- f. Obtain written parent/guardian consent for vision screening and referred students on a consent form provided by Agency.
- g. Assist in the scheduling of clinic dates with school site principals and assist in scheduling students and parents for clinic visits.
- h. 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, 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.

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 of 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:

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1. 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.
2. 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. All 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.

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.

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

XV. Term and Termination:

1. This agreement shall be effective commencing on the execution of this agreement by both parties and terminating June 30, 2022 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 sixty (60) 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: Paris Pryor, Program Manager, 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 (IIHI) 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.

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.

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year first written above.

/

Vision To Learn

► John Chu Reese
Executive Director

Dated: Aug 27, 2019

The Oakland Unified School District

By: _____
(Authorized signature - sign in blue ink)

Name: Kyla Johnson 10/11/2019

Title: Superintendent and Secretary, Board of Education

Dated: Aimee Eng 10/11/2019
Aimee Eng
President, Board of Education

Address: Oakland, CA 94607
1000 Broadway, 3rd floor

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____ County Counsel	► _____	► _____ Department Head
Date _____	Date _____	Date _____

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OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: Joshua R. Daniels
Joshua R. Daniels, General Counsel

SAM Search Results
List of records matching your search for :

Search Term : VISION TO LEARN*
Record Status: Active, Inactive

No Search Results



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2019

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 have ADDITIONAL INSURED provisions or 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 Andrew Atsaves c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd., Suite 275 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C. No. Ext): (480) 951-4177 FAX (A/C. No.): (480) 951-4266 E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Zurich-American Insurance Company 16535 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Execustaff HR, Inc. Labor Contractor, for co-employees of: Vision To Learn 5898 Silver Creek Valley Rd San Jose, CA 95138		


COVERAGES **CERTIFICATE NUMBER: 19CA064831298** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$
A	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	N/A	WC 54-73-504-08	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	04/01/2019	04/01/2020	Client# VIS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is provided for Vision To Learn
 only those co-employees 11611 San Vicente Blvd. Ste. 500
 of, but not subcontractors Los Angeles, CA 90049
 to:

CERTIFICATE HOLDER **CANCELLATION**

Oakland Unified School District Attention: Risk Management 1000 Broadway, Ste 440 Oakland, CA 94607	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 
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August 28, 2019

Ms. Paris Pryor
Oakland Unified School District

Dear Ms. Pryor,

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
President

Free Glasses for Kids

11611 San Vicente Blvd. Suite 500, Los Angeles, CA 90049 (800) 485-9196 VisionToLearn.org

Vision To Learn is a nonprofit, tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020



Basic Directions

Additional directions and related documents are on the Contracts Website (intranet)

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 Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

Contractor Information

Contractor Name	Vision To Learn	Contractor's Contact	Joan Chu Reese		
OUSD Vendor ID #	I006301	Title	Executive Director		
Street Address	11611 San Vicente Blvd Suite 500	City, State	Los Angeles, CA	Zip Code	90049
Telephone	(310) 893-2306	Email (required)	joan@visiontolearn.org		
Contractor History	Previously been an OUSD contractor? Yes		Worked as an OUSD employee? No <input checked="" type="checkbox"/>		

Compensation and Terms -- Must be within the OUSD Billing Guidelines

Anticipated Start Date	9/16/2019	Date Work Will End	6/30/2021	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount
	No Fiscal Impact		

Total Contract Amount

OUSD Contract Originator Information

Name of OUSD Contact	Paris Pryor	Email	paris.pryor@ousd.org
Site/Dept. Name	Health Services	Site #	968
		Phone	510.879.2742

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.

1.	Administrator / Manager (Originator)	Name	Phone	Fax
	Site/Department (Name & #)	Date Approved		
	Signature	<input type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/		
2.	Resource Manager	Type of Funds: <input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant		
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature	Date Approved		
	Signature (if using multiple restricted resources)	Date Approved		
3.	Network Superintendent/Executive Director			
	Signature <i>Andre Burt</i>	Date Approved		
4.	Chiefs / Deputy Chiefs	Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____		
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work			
	Signature <i>Sandra Ajaj</i>	Date Approved	9/15/19	
5.	Superintendent, Board of Education Signature on the legal contract			
Legal Required if not using standard contract		Approved	Denied - Reason	Date
Procurement	Date Received	<i>PPD</i>		
		PO Number		