

Board Office Use: Legislative File Info.	
File ID Number	15-1647
Introduction Date	9-24-15
Enactment Number	15-1480
Enactment Date	9/25/15 OA



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date 9/24/15
(To be completed by
Procurement)
Subject Memorandum of Understanding - Vision To Learn (contractor) - 968/Health Services
(site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Vision To Learn, Los Angeles, CA. Services to be primarily provided to 968/Health Services Department for the period of September 1, 2015 through June 30, 2016.

Background
A one paragraph explanation of why the consultant's services are needed.
The 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 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 period of September 1, 2015 through June 30, 2016, 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, 2015 through June 30, 2016.

Fiscal Impact Funding Source: No Fiscal Impact

Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of qualifications

**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. 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.
7. 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, 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 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 HIPPA and FIRPA.

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:

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

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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.

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:

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1. This agreement shall be effective commencing on the execution of this agreement by both parties and terminating June 30, 2016 at which time the agreement shall automatically renew for successive one 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
746 Grand Ave
Oakland, CA 94610
Attention: Barbara Parker, Coordinator, Health Services/ Section 504

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

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

► Gayle Williams
Executive Director

Dated: 7-9-2015

The Oakland Unified School District

By: ► James Harris

James Harris
President, Board of Education
Antwan Wilson

Title: Superintendent

Dated: Antwan Wilson

Secretary, Board of Education

Address: 1000 Broadway, 6th floor
Oakland, CA 94607

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By: [Signature]
Attorney at Law

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

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<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
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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/>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2015

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 800-866-0777 616-957-1204 Thum Insurance Agency, LLC Melissa Thum 3140 3 Mile Road, NE Grand Rapids, MI 49525	CONTACT NAME: Melissa Thum PHONE (A/C, No, Ext): 800-866-0777 FAX (A/C, No): 616-957-1204 E-MAIL ADDRESS: melissa@thuminsurance.com														
INSURED VISION TO LEARN 11611 SAN VICENTE BLVD # 500 LOS ANGELES, CA 90049	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Transportation Insurance Company</td><td>20494</td></tr><tr><td>INSURER B : American Casualty Company</td><td>20427</td></tr><tr><td>INSURER C : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D : Scottsdale Insurance Company</td><td></td></tr><tr><td>INSURER E : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER F : United States Liability Insurance Group</td><td>25895</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Transportation Insurance Company	20494	INSURER B : American Casualty Company	20427	INSURER C : Continental Casualty Company	20443	INSURER D : Scottsdale Insurance Company		INSURER E : Evanston Insurance Company	35378	INSURER F : United States Liability Insurance Group	25895
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COVERAGES**CERTIFICATE NUMBER:****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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		5083150090	03/15/2015	03/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <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	<input checked="" type="checkbox"/>		5083150123	03/15/2015	03/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 UM
C	<input checked="" type="checkbox"/> Inland <input type="checkbox"/> Marine			5083139171	03/15/2015	03/15/2016	Medical Equipment \$ 298,512
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0049068	03/15/2015	03/15/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
F	Directors & Officers Liability			NPP1554428	03/15/2015	03/15/2016	Non-Profit D/O \$5,000,000
E	Medical Professional Liability			SM886487	04/16/2015	04/16/2016	\$1,000,000 EC/\$2,000,000 PA
C	Crime			596408416	01/01/2014	01/01/2017	Employee Theft (A) \$100,000

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

#1 2003 SPARTAN ARMOR CONVERSION VIN# 4VZKR10982C035209 - Deductible \$1,000
#2 2013 MERCEDES SPRINTER VAN 2500 VIN# WD3PE8CC8D5762242 - Deductible \$1,000
#3 2013 MERCEDES SPRINTER CARGO VAN M2CA170E VIN# WD3PE8CC6D5767651 - Deductible \$1,000
#4 2014 MERCEDES SPRINTER CARGO VAN VIN# WD3PE8DC9E5876475 - Deductible \$1,000
LOCATION: LOS ANGELES, CA 90049

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
Attention: Risk Management
900 High Street
Oakland, CA 94601

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

MELISSA E. THUM

SAM Search Results
List of records matching your search for :

Search Term : vision* to learn*
Record Status: Active, Inactive

No Search Results



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2015-2016

Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name	Vision To Learn			Agency's Contact Person	Gaye Williams
Street Address	11611 San Vicente Blvd, Suite 500			Title	Executive Director
City	Los Angeles			Telephone	(310) 893-2306
State	CA	Zip Code	90402	Email	gaye@visiontolearn.org
OUSD Vendor Number	1006301				
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)				

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	09/01/2015	Date work will end	06/30/2016	Total Contract Amount	0
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
	No Fiscal Impact		5825	\$ 0.00	
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Barbara Parker	Email	barbara.parker@ousd.k12.ca.us		
Telephone	(510) 273-1510	Fax	(510) 273-1511		
Site/Dept. Name	968/Health Services Department	Enrollment Grades	K	through	12

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU 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.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>[Signature]</i>		8/19/2015
2. Oakland After School Programs Office	<i>[Signature]</i>		
3. Network Officer or Deputy Chief	<i>[Signature]</i>		8/19/2015
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)	<i>[Signature]</i>		9/1/15
5. Board of Education or Superintendent			
Procurement	Date Received		