

**WAYNE W. HOEFT
VISION SCREENING SERVICES
35131 SIPES PL
SANTA CLARITA, CA. 91390
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This proposal for services is dated **July 1, 2021** and is submitted by **WAYNE W. HOEFT VISION SCREENING SERVICES.**, hereinafter referred to as “**AGENCY**” AND **WILLIAM S. HART UNION HIGH SCHOOL DISTRICT** hereinafter referred to as “**DISTRICT**”.

Upon acceptance and signature by both **DISTRICT AND AGENCY**, this proposal becomes an agreement for services wherein each mutually agree as follows:

1. AGENCY shall:
 - (a) Perform vision screenings on select junior high students, plus referral students identified by DISTRICT.
 - (b) Perform vision screenings and any required threshold test in accordance with applicable requirements of the governing codes.
 - (c) Conduct such vision screenings of students by properly certified personnel. Such personnel shall meet the requirements and standards of the California Administrative Code, Title 17, (Public Health) Sections 2950 and 2951.
 - (d) **TESTS TO BE INCLUDED ARE:**
 - i. Distance Visual Acuity (Amblyopia)
 - ii. Organic eye health
 - iii. Retinoscopy for refractive status
 - iv. Muscle coordination
 - v. All screenings will be in the morning
 - vi. *District will perform near vision testing*
 - (e) Submit the results of all screening and testing at the end of the testing period or on a periodic basis as agreed upon with DISTRICT. Individual threshold test reports and an overall statistical summary shall be included.
2. The reports submitted by AGENCY to DISTRICT shall only contain the results of the tests conducted, and shall not include any suggestions or diagnosis. AGENCY shall have no responsibility or obligation with respect to the existence of any impaired vision of any student, and will take no action regarding such tests. The reports shall not be released except to authorized personnel of the DISTRICT and shall be maintained always as confidential by AGENCY.
3. DISTRICT shall be solely responsible for the identification, retrieval, conduct and supervision of students. DISTRICT shall provide adequate

personnel to control and supervise students at all times during the course of the testing.

4. DISTRICT shall designate a health supervisor or other officer as its authorized agent to coordinate the implementation of the Agreement. DISTRICTS shall also provide adequate assistance which may be in the form of volunteer adult help to assist with testing administrative procedures as agreed upon between DISTRICT and AGENCY.
5. The Vision Test program is specifically identified as:
Vision screening and all threshold testing for all mandated grades plus any referrals. Includes 1 visit to each of the 6 middle schools.
6. For services rendered under this Agreement, DISTRICT shall pay to AGENCY, within 30 days upon receipt of invoice the sum of:
\$12,600.00 FOR ALL 6 Middle Schools.
7. AGENCY shall perform testing between **August 2021 and September 2021.**
8. AGENCY shall comply with the requirements of Education Code § 44237, at its sole cost and expense, and without additional compensation from the DISTRICT. In addition, for any persons acting with AGENCY's authorization or consent, who may come in contact with pupils and who is not covered by § 44237, PROVIDER, to the fullest extent permitted by law, shall comply with the requirements of Education Code § 45125.1 as though such person were AGENCY's employee. To the extent permitted or required by law AGENCY shall obtain subsequent arrest information on all Supplied Personnel. AGENCY shall not permit any Supplied Personnel or volunteer to come into contact with pupils until the California Department of Justice has completed its review of criminal history files, as set forth in the Education Code, and it has been determined that such Supplied Personnel has not committed any crime that would preclude California public school employment. AGENCY shall complete and submit to DISTRICT.
 At the commencement of the Contract term AGENCY shall certify in writing to DISTRICT under penalty of perjury, full compliance with this provision as to all current Supplied Personnel and shall provide DISTRICT with a list of the names of such Supplied Personnel. Thereafter, AGENCY shall similarly certify compliance with respect to any new Supplied Personnel and submit to DISTRICT a revised Statement of Certifications, Credentials, Licenses, and Clearances form and a revised Certification of Employee Background form, on or before the date such new Supplied Personnel assume any duties that may involve contact with pupils.

9. AGENCY shall defend, indemnify and hold-harmless the DISTRICT, the Governing Board and each member thereof, and the DISTRICT's other officers, employees, Contractors and agents (collectively, not including the DISTRICT, the "DISTRICT Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, or relating to the negligence, recklessness or willful misconduct of the AGENCY, or anyone working under or for the AGENCY, in connection with the performance of this Contract. Any defense of the DISTRICT and/or DISTRICT Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the DISTRICT, but selected and retained by the AGENCY at its sole cost. The AGENCY's obligations pursuant to this Section shall survive the expiration or termination of this Contract.
10. AGENCY shall, at his, her, or its sole cost and expense, and, during all periods as required by this Contract, maintain in full force and effect, the following insurance coverage from a California licensed, authorized and/or admitted insurer with a A-VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with AGENCY's (or any subcontractor contracted by AGENCY) fulfillment of any of its obligations under this Contract or either party's use of the Services or any component or part thereof:

a. Commercial General Liability Insurance: A policy of commercial general liability insurance, written on an "occurrence" basis, for bodily injury, personal injury and property damage and must include a separate endorsement naming the DISTRICT, its officers, agents and employees as additional insureds. The policy must provide coverage, with not less than, \$1,000,000 per occurrence

b. Vehicle Liability Insurance: Commercial (Business) Auto Liability Insurance for all owned, scheduled, non-owned or hired automobiles, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000.

c. Workers' Compensation Insurance: Workers' Compensation insurance as required by State law and employer's liability insurance with coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.

AGENCY, upon execution of this Contract and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. Premiums on all insurance policies shall be paid by AGENCY and shall be deemed included in AGENCY's obligations under this Contract at no additional charge to the DISTRICT.

11. AGENCY assures that it has authorization from the County Superintendent of Schools.

Accepted:

WAYNE W. HOEFT
VISION SCREENING SERVICES
(AGENCY)

By: _____

Title: _____

Date: _____

WILLIAM S. HART UNION HIGH
SCHOOL DISTRICT
(DISTRICT)

By: _____

Title: _____

Date: _____