

- (b) Conduct far vision screening by use of a procedure known as Snellen Screening. Conduct near vision screening as prescribed by State guidelines.
- (c) Attest that Contractor is currently registered with the State Department of Education and County School's office, and that qualified personnel shall give vision services.
- (d) Utilize the adequate equipment necessary to conduct adequate screening: Good-Lite Snellen test charts, hyperopia glasses, near vision charts etc.

SECTION III: (optional) **COLOR VISION SCREENING**

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

YES NO

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isocromatic color plates and shall be conducted in the one grade level designated by the School District, preferably male students, as well as any referrals.

SECTION IV: **PRICING**

The School District shall pay Contractor the following daily rates based on 350 or more hearing and vision screenings per day. There are 18 schools that need testing in grades K, 2, 5 & 8.

***PER DAY RATE:** **\$1,100 for hearing only**
 \$1,500 with one hearing screener and two vision screeners
 \$1,750 with one hearing screener and three vision screeners

*** Daily rate is based on testing 375 or less in grades TK-K-2- 5 and 450 or less in grade 8.**

SECTION V: **REPORTING**

Submit the results of all screenings and thresholds at the end of the testing schedule. This will include overall statistical reports for the District and each school, and individual results for each student.

SECTION VI: **BILLING**

Bio will submit detailed billing to the school district's office. This billing will be submitted at the end of the testing schedule or as progress billing for work already completed to date.



SECTION VII:

CONDITIONS

- (a) It is expressly understood and agreed upon by both parties hereto, that the Contractor, while engaged in carrying out and complying with any and all of the terms of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid School District.
- (b) The reports submitted by the Contractor to the School District shall only contain the results of the tests conducted and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District and shall be maintained always as confidential and secret by Contractor.
- (c) The School District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The School District shall provide adequate personnel to control and supervise such students at all times during the course of testing being conducted at any/all of the schools of the School District. The School District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites. The School District shall designate a Health Supervisor or Coordinator as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
- (d) The School District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The School District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
- (e) Contractor agrees to, and does hereby indemnify and hold harmless, the School District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained by any person arising out of or in any way connected with the actions of Contractor in conducting the hearing and/or vision tests under this contract, except for liability for damages which result from the sole negligence or willful misconduct of the School District, its officers, employees or agents who are directly employed by the School District, or its students.

******* CANCELLATION CLAUSE (f) IS WAIVED DUE TO UNCERTAINTY WITH TESTING DUE TO COVID*****

- (f) In the event of cancellation of this contract, after execution and scheduling of the actual testing, the School District shall give Contractor proper consideration at the rate of 10% of the total revenues expected from the contract for that school year. A ninety- (90) day written cancellation is required to make an executed contract null and void. If rescheduling is necessary due to either party, a minimum of one-day notice is requested. Schools rescheduled must be completed by the date indicated in Section (j). In the event a scheduled screening day is canceled or postponed by the School District or an agent thereof, after the start of that day, the School District will reimburse Contractor for expenses incurred that day, limited to cost of actual mileage reimbursements and salaries paid to employees of Contractor who were scheduled to work and arrived at School District site in good faith.

