

SCREENING SERVICES CONTRACT

THIS CONTRACT, BY AND BETWEEN BIO-ACOUSTICAL CORPORATION AND THE ALVORD UNIFIED SCHOOL DISTRICT SHALL BE IN EFFECT FOR THE 2020-2021 SCHOOL YEAR

SECTION I: HEARING SCREENING

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

- (a) Perform the following service: Hearing screening on designated students at designated districts school sites. Such services 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) Perform the hearing screenings in accordance with procedures prescribed in Section 2951, California Public Health Administrative Code, Title 17. The following screening(s) will be administered:

Please check appropriate boxes:

- ☐ Initial Screenings with First Thresholds
- ☐ Second Thresholds (Retests)

- (c) Permit only properly licensed and certified personnel to conduct such screening of pupils. Such personnel shall meet the requirements and standards of the State Board of Public Health, Section 1685 and Section 1686 of the Health and Safety Code of California and shall be registered in the State Department of Education and the County Schools office.
 - (d) Utilize the adequate equipment and audiometers necessary to conduct adequate screening and testing. Audiometers used shall be calibrated to the ANSI 1989 Standards.
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SECTION II: (optional) VISION SCREENING

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

- ☐ YES
- ☐ NO

- (a) Perform the following service: Near and Far 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 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:

<input type="checkbox"/>	<input type="checkbox"/>
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.

- (g) Upon acceptance of this contract, the School District shall issue an applicable **Purchase Order** to cover services provided by this contract. **Purchase orders must be received with the signed contracts, or no later than three weeks prior to date testing schedule commences**, indicating approximate numbers of students to be tested, and price ranges for test to be administered. Terms of payment will be Net-15 days (1 ½% interest will be charged to all invoices not paid after thirty (30) days). Purchase orders may include "NOT TO EXCEED" LIMITATIONS but must take any prior year's billing total plus any enrollment increases, or current enrollment figures multiplied by the applicable hearing and/or vision charges into consideration.
- (h) School District is responsible for: 1) Reporting failures and/or and School District recommendations to parents of students, and reporting to any applicable State Agencies any/all total district figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
- (i) Completion date: All screening services under this contract will be completed on or before _____

SECTION VI:

ACCEPTANCE

IN WITNESS WHEREOF, the parties signing below have executed this Contract as of the date transcribed here below.



Bio-Acoustical Corporation

Date: 5/7/2020

School District

Date:

Authorized Agent's Signature

Purchase Order Number (PO must be on file prior to testing)

Term of this contract is for _____ year (s).

BIOACOUSTICAL
CORPORATION