



Agreement for Volunteer Health Services on School Sites

This Agreement (“Agreement”) is entered into between Helen Keller International, hereinafter referred to as “Helen Keller Intl” or “Partner”, and Newark Board of Education hereinafter referred to as “NBE” or the “Board” for the purpose of facilitating the selected health services described in Section 6 of this Agreement (the “Services”) on school sites of NBE and/or at designated agency sites.

In furtherance of the foregoing purposes, Helen Keller Intl and NBE agree as follows:

1. **Terms of Agreement.** This Agreement shall be in effect on September 15, 2022, and shall remain effective through June 30, 2027, between Helen Keller Intl and NBE. Renewal of this Agreement will occur on execution of an amendment to this Agreement by both parties hereto approving such extension. This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days written notice to the non-terminating party.
2. **Location.** The Services shall be furnished on the premises of NBE set forth on Attachment A hereto. The Services shall be delivered on days and times mutually agreed to by both parties.
3. **Staffing.** Helen Keller Intl shall be solely responsible for the Services provided by its employees, trainees, contractors, agents or representatives (“Helen Keller Intl Staff”) under this Agreement. Helen Keller Intl Staff providing the Services shall be adequately trained and prepared according to prevailing professional standards for providing such Services and shall be licensed or otherwise legally qualified to provide the Services. Helen Keller Intl agrees that its Staff shall be adequately supervised. Helen Keller Intl agrees that Helen Keller Intl Staff will follow legal guidelines on reporting child abuse/neglect.
4. **Equipment.** Helen Keller Intl will be responsible for the procurement, maintenance, and insurance of equipment necessary to provide the Services for which it is responsible.
5. **Conflict Resolution.** Should any problems or conflicts arise in the course of the delivery of the Services, it is understood that upon the request of Helen Keller Intl, an authorized representative of the NBE will work to accomplish an effective resolution through mediation.

6. **Description of Service.**

Helen Keller International

The goal of this project, **subject to available funding**, is to provide vision services for up to 1000 tenth(10th) and twelfth (12th) grade students and up to 4000 students in the 4th, 6th, and 8th grade, which includes a vision screening, eye exam, and prescription eyeglasses and referrals to an ophthalmologist as necessary, to NBE students.

Helen Keller International will be responsible for:

- Conducting and monitoring vision screening;
- Conducting outreach and dissemination of information about the U.S. Vision Program to principals, school nurses, teachers, and students through attendance at faculty meetings, PTO meetings, and student assemblies;
- Distribution of passive permission slips to school staff prior to vision screening;
- Contracting with optometrist and/or vision technicians, at Helen Keller Intl's discretion, to provide refraction and/or eye examinations;
- Providing eyeglasses to students free of charge to the students;
- Referrals for students who require eyeglasses outside Helen Keller Intl's inventory range to an optical shop;
- Follow-up on the rate of compliance with referrals;
- Monitoring of quality control of process;
- Monitoring of program impact and processes through surveys and operational research studies.

NBE will be responsible for:

- Outreach and liaison with the Elementary, Middle, and High Schools involved in the execution of the project, i.e., area superintendents, principals, school staff, school officials, parents, and community organizations as needed;
- NBE agrees to provide assistance to Helen Keller Intl by providing relevant information to Helen Keller Intl for the implementation of the vision program. Such information shall include but is not limited to the class list, school calendars, PTA meeting dates, an introduction and facilitation of communication with the health insurance enrollment representative(s) of NBE, and other relevant information that may help Helen Keller Intl in administering the services and getting information out to the parents of the NBE students;
- Adequate supervision by teachers and/or school personnel of students during the vision screening and refraction process;
- Delegation of school-based health clinic nurses/school health aide, school nurses or school staff to ChildSight® for orientation of the ChildSight® program, as needed;
- Assistance with data collection for operational research activities;
- Assistance with the return of surveys and evaluation forms;

7. **Billing.** Services will be provided at no cost to NBE.

8. **Insurance.** Optometrists with whom Helen Keller Intl contracts shall present

NBE with an original Certificate of Insurance evidencing insurance for professional liability insurance or medical malpractice insurance, as appropriate. Worker's compensation and general liability insurance covering Helen Keller Intl Staff other than the optometrist will be obtained. The optometrist(s) contracted with by Helen Keller Intl shall maintain coverage for general liability insurance and/or medical malpractice insurance with limits of \$1,000,000/\$3,000,000 per claim/occurrence. Helen Keller Intl and its contracted optometrist(s) shall each maintain its respective aforementioned insurance in effect at all times during the life of this Agreement. The Newark Board of Education is to be added as an additional insured on all Certificates of Insurance. NBE warrants that it has general liability insurance of \$1,000,000 per claim/occurrence and \$5,000,000 aggregate.

9. **Indemnity.** Helen Keller Intl shall defend and indemnify NBE, its officers, agents and employees against all claims, regardless of form, and lawsuits for damages for death or injury to persons or property arising from negligent acts or omissions of Helen Keller Intl, or its officers, agents or employees under this Agreement. In addition to any liability or obligation to the Board that may exist under any other provision of this Agreement or by statute or otherwise, Partner shall be liable to and hereby agrees to indemnify, save and hold harmless the Newark Board of Education, the Superintendent, its Board and any of its employees, agents and representatives from and against any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the school district or the Board may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by Partner or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this Agreement and the work performed under them including but not limited to any negligence or willful misconduct of Partner its agents, servants, employees, officers, partners, consultants or subcontractors.

10. **Independent Contractor.** While engaged in performance of this Agreement, Helen Keller Intl and Helen Keller Intl Staff are independent contractors and shall not be deemed officers, agents, or employees of NBE.

11. **Confidentiality of Records.** Helen Keller Intl and NBE recognize that records maintained by them respectively relative to pupils are confidential pursuant to provisions of federal and state law. Each party shall keep such records, along with all information of the other party relating in any way to the business of the other party and the services covered by this Agreement, or otherwise identified by the other party or its directors, employees, representatives (including, without limitation, attorneys and accountants), advisors or agents (collectively, the "Representatives"), whether or not in writing and whether or not furnished before or after the date hereof, confidential, and shall ensure that their Representatives keep such information confidential except as may be otherwise required by law. Partner and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Family Educational Rights and Privacy Act ("FERPA"). To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform

12. **Assignment and Transfer.** Helen Keller Intl shall not in any manner, directly or indirectly, by operation of law or otherwise, assign or transfer this Agreement or any portion of any interest herein, in whole or in part, without the prior written consent of the NBE.

13. **Jurisdiction.** This Agreement is made, entered into and executed in New Jersey, and any legal action, claim or proceeding arising out of or connected with the Agreement shall be filed in the applicable court in New Jersey. This Agreement shall be construed, and all disputes hereunder shall be settled, or accordance with the laws of the State of New Jersey.

14. **Notice.** Any notice pursuant to this Agreement shall be deemed given when transmitted by certified mail, all charges prepaid, and addressed to NBE or Helen Keller Intl as listed below:

Dr. Marguerite Leuze
Director of Health Services
Newark Board of Education
765 Broad St.
Newark, NJ 07102
973 733 7150

Nick Kourgialis
Vice President of Eye Health
Helen Keller International
One Dag Hammarskjold Plaza
New York, NY 10017
(646) 472 - 0323

15. **ChildSight® Proprietary Notice.** Helen Keller Intl is the owner of the mark “ChildSight®.

The ChildSight® name is a registered trademark of Helen Keller Intl and, as such, shall not be modified or adapted without the express, written consent of Helen Keller Intl. All ChildSight® trademark and other proprietary notices must be kept intact and used. NBE acknowledges that the ChildSight® Program is a unique and proprietary program developed by Helen Keller Intl to provide vision and related services to schoolchildren. In recognition of the time and money spent by Helen Keller Intl to develop the ChildSight® Program, NBE agrees that without the prior written consent of Helen Keller Intl, it will not (i) enter into any written or oral contract with any other entities with respect to the ChildSight® Program or any program similar thereto, (ii) reproduce, use, or distribute any Helen Keller Intl or ChildSight® materials or other Helen Keller Intl or ChildSight® documents or information except to carry out this Agreement or (iii) develop or participate in any program similar to the ChildSight® Program.

15. **Criminal History Background Checks.** Partner shall ensure that each worker(s), subcontractors(s), agent(s), intern(s) and/or representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Partner must ensure that said background checks are performed no later than thirty (30) days after execution of this Agreement. The services under this Agreement shall not begin or proceed until Partner complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by Partner, and as such, serves as a basis for the Newark Board of Education to immediately terminate this Agreement.

16. **Compliance with Board Policies and Procedures.** Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board’s Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to

abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves, vaccinations, testing and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

By: _____

Asia J. Norton
Board President
Newark Board of Education
765 Broad St.
Newark, NJ 07102
973 733 7150

By: _____

Dr. Marguerite Leuze
Director of Health Services
Newark Board of Education
765 Broad St.
Newark, NJ 07102
973 733 7150

By: _____

Nick Kourgialis
Vice President of Eye Health
Helen Keller International
One Dag Hammarskjold Plaza
New York, NY 10017
(646) 472 - 0323

Date: _____

Date: _____

Date: _____

Attachment A:
Service locations subject to available funding

Newark Schools 2022- 2023

High Schools – 10th and 12th grades:

Malcom X Shabazz
Science Park High School
West Side High School
University High School

Elementary Schools 4th, 6th, and 8th grades:

Abington Avenue
Avon Avenue
Chancellor Avenue
Dr. W. H. Horton
First Ave School
George Washington Carver
Harriet Tubman
Hawkins St School
Hawthorne Avenue School
Ivy Hill School
Louise A. Spencer School
Luiz Munoz Marin School
Oliver St. School
Peshine Avenue
Quitman Street
Rafael Hernandez School
Ridge St School