

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**  
3939 Thirteenth Street  
Riverside, CA 92501

**AGREEMENT FOR AUDIOLOGICAL SERVICES  
SPECIAL EDUCATION PROGRAM  
(District Expense)**

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and the **Beaumont Unified School District**, hereafter referred to as “DISTRICT”, each being a “Party” and collectively the “Parties”.

**AGREEMENTS**

1. **TERM:** The term of this Agreement shall be from **July 1, 2019 to June 30, 2020**.
2. **SERVICES:** SUPERINTENDENT agrees to provide **Audiological Services** for DISTRICT as follows:
  - A. **Audiological Evaluation:**
    1. Testing of students who fail the school screening and students who need baseline evaluation for special education.
    2. Annual evaluation of students with known hearing loss.
    3. Monitoring of hearing of students with conductive hearing loss following medical treatment.
    4. Monitoring of students who have progressive or fluctuating sensorineural hearing loss.
  - B. **Central Auditory Processing Disorder Evaluation (CAPD):**
    1. CAPD testing is available at an additional charge in addition to standard audiological evaluation.
  - C. **Amplification:**
    1. Recommendation for additional amplification is made which is specific to the child’s hearing loss, age and education setting. Audiologist will work with the dispensing Audiologist and/or hearing aid manufacturer to insure compatibility and arrange modifications of the personal aids if needed.
  - D. **Sample Purchase Orders:**
    1. If appropriate equipment is not already available in the district’s inventory, a sample PO for classroom amplification is provided to the district with information regarding the manufacturer’s name and address, model number, accessories needed, number of receivers required, district pricing, and specific instruction regarding broadcast frequency when needed.
  - E. **Equipment:**
    1. If BTE (Behind the Ear) FM systems are required, custom ear molds will be made. The Audiologist will take impressions of the student’s ears either in the office or at the school. The impressions will be sent to an ear mold laboratory to be manufactured. When the molds are returned from the laboratory, they will be fitted to the hearing instruments by either the Audiologist or the DHH itinerant teacher.

2. In addition to ear molds, a BTE FM device must be properly set to avoid an output level that could damage the hearing and cause increased hearing loss.
  3. SUPERINTENDENT will pick up from and deliver to the special day classes audiological equipment for students requiring servicing.
  4. DISTRICT will pick up from and deliver to district DHH itinerant teachers the audiological equipment for students that require servicing and bring the equipment to SUPERINTENDENT'S audiological department for servicing.
- F. **Troubleshooting & In House Repair:**
1. The Audiologist will check the equipment and perform minor repairs if possible. If they cannot be fixed in house, the equipment is then sent to the appropriate manufacturer for service. Equipment will be picked up, packaged carefully, and sent express mail.
- G. **Management of Equipment Inventory:**
1. New equipment will be logged in by serial number and the make, model, and frequencies verified as correct for the student. It will be checked to ensure it is working properly, and then assigned to the correct student. The DHH (deaf & hard of hearing) itinerant teacher will be notified when it is ready for fitting.
  2. When a student discontinues use of equipment, it will be logged back in so it is available for use by another student.
  3. FM equipment will be logged in at the end of each school year and sent in for summer service. When it is returned, it is logged back in, calibrated and re-assigned. The Audiologist will check all equipment for frequency, etc.
- H. **Coordination of Systems:**
1. Modifications needed to accommodate more than one type of FM system in a classroom or adjoining classrooms.
- I. **Referral for Medical Treatment:**
1. Referrals will be made to a primary care and specialist physicians as appropriate.
- J. **Referral to Outside Agency:**
1. A referral will be made to CCS or private insurance for personal hearing aids as needed.
- K. **Classroom Observation & Consultation:**
1. The Audiologist will visit the school for observation and/or consultation.
- L. **Student's Audiological Needs:**
1. Counseling with Parents, Teachers, School Nurses & Other School Personnel will consult with and answer questions regarding student's audiological needs.
- M. **Support Services Provided By the Audiology Clerk:**
1. Processing & monitoring of all incoming referrals.
  2. Scheduling appointments for new referrals, annual evaluations and re-checks.
  3. Providing information regarding the status of referrals when requested.
  4. Spanish translation for Audiologist.
  5. Follow-up with private Audiologist & CCS regarding personal hearing aid needs.
  6. Follow-up with parents regarding hearing aids and medical recommendations.

3. **PAYMENT:** DISTRICT agrees to pay SUPERINTENDENT as follows:
  - A. **\$500.00 per students.**
  - B. The total amount of this Agreement is estimated at **\$9,000.00** which is based on number **18 DHH itinerant** students served during fiscal year 2018-19.
  - C. SUPERINTENDENT shall bill DISTRICT at the actual cost for each custom ear mold and batteries provided for the students.
  - D. The amount of this Agreement shall be adjusted based on actual number of students served and number of custom ear molds and batteries provided during 2018-2019 fiscal year.
  
4. **INDEPENDENT CONTRACTOR:** SUPERINTENDENT, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of DISTRICT.
  
5. **WORKERS' COMPENSATION:** SUPERINTENDENT is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.
  
6. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires SUPERINTENDENT to verify that its employees and subcontractors who may have contact with pupils during the performance of this Agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with the statute, or with the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.
  
7. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** SUPERINTENDENT is aware of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.
  
8. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other party will be deemed void and of no force or effect.
  
9. **MUTUAL HOLD HARMLESS:** The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents and employees.
  
10. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union

related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

11. **AMENDMENT:** This Agreement may only be amended in writing by the mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

**Riverside County Superintendent of Schools**  
3939 Thirteenth Street  
Riverside, CA 92501

**Beaumont Unified School District**  
350 W Brookside Avenue  
Beaumont, CA 92223

Signed \_\_\_\_\_  
Authorized Signature

Signed \_\_\_\_\_  
Authorized Signature

Name and Title  
Division or Department \_\_\_\_\_  
Printed name and Title

\_\_\_\_\_  
Printed name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_