

Center for Hearing Health, Inc., hereinafter known as "CHH" agrees to provide California Education Code hearing screening tests on mutually agreeable date(s), time(s), and site(s) for the students of hereinafter known as "School, The School, or Schools."

Milpitas Unified School District

School District or School Name

- 1) CHH simultaneously administers individual hearing screening tests for groups of eight students utilizing specially designed vehicles.
- 2) Screenings are administered for students in grades K or 1, 2, 5, 8, 10, preschool and Special Education. Pre-school and Special Education students, unable to respond in group screening, are individually tested at a separate fee as noted in the Contract Rate.
- 3) Fully compliant tests are administered by a Certified School Audiometrist or Licensed Audiologist in accordance with SECTION 2951 of the CALIFORNIA ADMINISTRATIVE CODE, TITLE 17.
- 4) The initial screening test is a pass/fail in response to a 25 decibel pure tone at 1000Hz, 2000Hz and 4000Hz. Students who fail the initial screening are further tested to record individual thresholds at 500Hz, 1000Hz, 2000Hz, and 4000Hz. Post follow-up (2-6 weeks) audiograms and parental notification will be the responsibility of The School.
- 5) A summary report totaling each category of screening and an audiometric record for each student who Failed or Could Not Condition (CNC) will be presented to each School upon completion of the schedule at each site.
- 6) It is the responsibility of The School to exclude participation of students who have corrective devices (e.g. hearing aids, cochlear implants) and students whose parents or guardians have filed a written statement with regard to Education Code, section 49451.
- 7) Employees of CHH are duly licensed by all applicable Local, State and Federal agencies to provide the services referred to herein and have complied with all laws and regulations to which employees of CHH are required to comply.
- 8) Employees of CHH who are in contact with students while providing the services referred to herein are subject to a criminal background check through the State of California Justice Department fingerprint program (CA Ed Code Section 45125.1) and it has been verified that these employees have not been convicted of a violent or serious felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c).
- 9) The School and CHH shall maintain confidentiality of student records and information, in accordance with federal and state law, to include the Family Educational Rights and Privacy Act (FERPA), the California Education Code HIPAA and the Welfare and Institutions Code governing confidentiality. The discussion, transmission, or narration (in any form) of student information is forbidden except as permitted by law. This includes candid discussion between CHH employees and school personnel, including parent volunteers and teachers.

Contract rate per site: \$485.00 up to 130 tests; \$2.85 each over 130 tests

Individual tests: \$7.50 each, i.e., Pre-school; Special Ed

Terms: Net 10 Days - Tax ID: 942722490 - School Dist. PO # _____
(If applicable; not required)

School Superintendent/Designee Date

Norma G. Ramirez **04/01/2016**
Center for Hearing Health Date

- Return signed Service Agreement to CHH (mail, fax, or email); Retain copy
- Invoice presented upon completion or weekly for services extending beyond five days