

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**VISION TO LEARN,**  
**a registered California not-for-profit corporation and**  
**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

This Agreement is entered into between **Vision To Learn**, hereafter referred to as Provider, and **Mountain View Whisman School District**, hereafter referred to as District, for the purpose of operating a Mobile Vision Clinic ("Mobile Clinic") on the campus of District Kindergarten through 12<sup>th</sup> grade school(s).

**1. Description of Services.** Provider will provide the following vision services (the "Services") to District students:

- A. Vision screenings for all students to be agreed and determined by Provider and District.
- B. Basic vision examination for screening-identified students
- C. Prescription and fitting of glasses
- D. Provision of glasses from Provider's available selection. Glasses will be delivered on a separate date approximately three weeks after exam.
- E. As feasible and appropriate, referrals to the school nurse for additional care where indicated.

**2. Services Provided Without Charge.** Neither the District nor any student will be asked to pay for Provider's services.

**3. Schools to be Served.** Selected schools to be served and dates of service will be determined jointly by agreement of the District and the Provider ("Selected Schools").

**4. Role of the District.** In order to enable Vision To Learn to provide the Services, the District will be responsible for the following:

- A. Vision screening of all students at selected school sites, to identify students who require a follow-up vision examination. Distribute an "opt-out" consent form to each student's parent/guardian informing them of the upcoming free vision screening, eye exam and glasses to be provided by Vision To Learn or third party providers, and providing them an opportunity to decline Vision To Learn's service.
- B. Maintain a list of students who have opted out of the service and be responsible for ensuring those students are not sent to Provider for the service.
- C. Provide Vision To Learn with a transfer of data via secure portal, sFTP, or physical thumbdrive containing a list of students with relevant demographic and contact information to facilitate screenings, exams and glasses provision.
- D. Provide parking and electrical service for the Mobile Clinic (a Mercedes Sprinter) on the date of exams, and classroom or other suitable space for screening and glasses delivery on the date of delivery.
- E. Provide staff or volunteers to accompany Referred Students to and from the Mobile Clinic.
- F. Provide access to photocopy and/or fax machine for incidental use.

**5. Responsibilities of Provider.**

- A. Provider will be responsible for staffing the Mobile Clinic and obtaining any necessary or appropriate licenses, permits or registrations.
- B. Provider will provide the services
- C. Provider will retain records on services provided for Referred Students.
- D. Provider will provide an itemized report of students examined via end of visit report to be provide to the school site designee at the event of every school visit. Those students who need a referral to a specialist, or who were not treated due to time restraints will be referred to the district for a third-party referral.
- E. Provider will maintain in effect the following forms of insurance in the following amounts:
  - a. Commercial General Liability Insurance - \$1,000,000 per occurrence.
  - b. Vehicle Liability Insurance - \$1,000,000 per occurrence
  - c. Worker's Compensation Insurance.
  - d. Professional Liability Insurance - \$1,000,000 per occurrence.

**6. Exclusivity of MOU.**

- District agrees that Provider will be the sole provider of eye exams and eyeglasses on District school sites as long as the MOU is in effect. District agrees not to enter into agreements with any other student eye care providers for the term of the MOU.

**7. Term & Termination.** This agreement will continue in effect until terminated by either party upon 180 days notice to the other, or by mutual consent.

In witness whereof this agreement has been executed as of the latter date set forth below:

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

By: Carmen D. Ghysels  
 Print Name: Carmen D. Ghysels  
 Title: Deputy Supt.  
 Date: \_\_\_\_\_

**VISION TO LEARN**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_