MEMORANDUM OF UNDERSTANDING
between
VISION TO LEARN,
a registered California not-for-profit corporation and
San Leandro Unified School Districts

This Agreement is entered into between **Vision To Learn**, hereafter referred to as Provider, and **San Leandro Unified 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 12th grade school(s).

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

A. In collaboration with district school nursing staff, Provider and affiliates, vision screening of all students at selected school sites, to identify students who require a follow-up vision examination
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. Financials This Agreement is a non-monetary contractual agreement between the parties and is not intended to result in any direct or indirect costs to District, families or students regardless of socioeconomic status. Neither the District nor any student will be asked to pay for Provider's services. Provider reserves the right to seek reimbursement from Medicaid for services provided to covered participants. No participant will be denied service based on their lack of insurance.

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. Provide a district level staff member to facilitate the program amongst select schools.
B. Select schools to be served by Vision To Learn
C. Provide Vision To Learn a spreadsheet or electronic list of students with relevant demographic and contact information to facilitate screenings, exams and glasses provision. Demographic and contact information shall include
    a. Student first and last name

b. Parents first and last name
c. Date of birth
d. Address
e. Phone number
f. Gender
g. Grade
h. Classroom or homeroom

D. 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 and providing them an opportunity to decline Vision To Learn's service.
E. 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.

F. Provide parking and electrical service for the Mobile Clinic (a converted RV) on the date of exams, and classroom or other suitable space for glasses delivery on the date of delivery.
G. Provide staff or volunteers to accompany Referred Students to and from the Mobile Clinic.
H. Provide access to photocopy and/or fax machine for incidental use.
I. Provide access to restroom and breakrooms.
J. Provide staff or volunteers to spearhead programmatic efforts at schools.
K. Allow Contractor to park it's Mobile Clinic, a converted Mercedes Sprinter Van, at a District facility as needed, including overnight, on weekends, or at any time otherwise not in use. Contractor will utilize only the location and parking space specified by the District to park its Mobile Clinic and shall utilize the designated space only for the purpose of parking the mobile Clinic. The exact location shall be confirmed in writing by the District representative. The Mobile Clinic will remain locked at all times when not in use by Contractor. Contractor will hold the District harmless for any damage that occurs to the Mobile Click, or injury to the Contractor's staff, arising from Contractor's use of the parking facilities pursuant to this Agreement, including while entering or exiting the location. District shall provide access to the location specified and allow Contractor's staff and Mobile Clinic to enter and exit the location during District business hours.

5. Student Data

A. Receiving of data: data can be submitted in a variety of ways. Physical flash drives, which will be secure until use. Through Secure File Transfers to our dedicated server, which is protected on the Azure platform and meets a broad set of international and industry-specific compliance standards.

B. Information will be transferred to our Microsoft Sharepoint site. The environment is closed off, with no access to non-Vision To Learn accounts. The files will only be accessible to permitted teams based on Security Roles, who review and filter the enrollment files to determine the eligibility for exams.

C. The data will be saved to our proprietary EHR system, which is based on the Microsoft Dynamics 365 platform. Access to the data is accessible only to Vision To Learn Users, and only to selected Users based on their Security Roles.
D. Access to the data remains restricted only to Vision To Learn Users, and their access is based by their Security Roles permissions. Personnel may only view or modify this information on a must-need basis, whether that means viewing and filtering enrollment data, importing into our EHR system, or recording and viewing Exam information once the Patient is in our system.
E. In the response to a hacking event, the User (or Users) accounts will be temporality suspended. If it is determined the User's compromised account was used to access any of the platforms where sensitive information is stored, one or more of these environments may also be temporarily shutdown until an analysis can be performed to determine if information was accessed and/or pulled. Vision To Learn will advise all patients, and the school district, of any hacking detected within 48 hours. As we operate primary within the Microsoft ecosystem, control of accounts and information is fully integrated. We are able to respond to security threats with greater precision.

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 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 - $3,000,000 per occurrence.
    e. Cyber Liability Insurance - $1,000,000 aggregate
D. Provider will retain records on services provided for Referred Students
E. Provider certifies that pursuant to Education Code Section 45125.1, it has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the District, and that none have been convicted of drug related, sex

offenses or any felonies, as specified in Penal Code Sections 1192.79(c) and 667.5(c), respectively

F. Provider certifies that all staff who come in contact with students have been vaccinated. To reference our COVID-19 protocols, please see Appendix A.

6. Exclusivity of MOU District agrees that Provider will be the sole provider of eye exams and eyeglasses on schools selected to participate in Vision To Learns' program.

7. Term & Termination. This agreement will continue in effect until terminated by either party upon 90 days' notice to the other, or by mutual consent. Subject to revisions and or renew if requested by either party on or after May 30, 2023.

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

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: James Parrish III

Print Name: James Parrish III

Title: Director, Family + Student Services

Date: 1/19/2022

VISION TO LEARN

By: Joan Che Reese

Print Name: Joan Che Reese

Title: Executive Director

Date: 1/19/2022