

Attachment A

County of Santa Barbara and VSP MOU



Mouhanad Hammami, MD, MHA Director
Lars Seifert, MA, REHS Deputy Director
Sarah Aguilar, CAWA Animal Services Director

MEMORANDUM OF UNDERSTANDING
Between
County of Santa Barbara
And
VSP Eyes of Hope® Mobile Clinic

This Memorandum of Understanding (“MOU”) is entered into by and between the County of Santa Barbara, a political subdivision of the State of California, acting by and through its Health Department (“County”), and Vision Service Plan, a California not-for-profit corporation, specifically with its affiliate, VSP Eyes of Hope® Mobile Clinic (“VSP”), with its principal place of business at 3333 Quality Drive, Rancho Cordova, CA 95670. County and VSP may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS VSP operates the VSP Eyes of Hope® Mobile Clinic program, which provides no-cost vision screenings, comprehensive eye examinations, and prescription eyewear to eligible underserved individuals through a fully equipped mobile clinic;

WHEREAS County desires to support community public health initiatives and improve access to preventive vision care services for eligible residents within Santa Barbara County;

WHEREAS County and VSP desire to collaborate on one or more community-based mobile vision clinic events to be conducted within Santa Barbara County (each, an “Event”);

WHEREAS this MOU is entered into pursuant to the authority of the County of Santa Barbara and is intended solely to memorialize the understanding of the Parties regarding coordination of the Event(s), without creating a financial obligation or procurement relationship;

NOW THEREFORE in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Purpose

The purpose of this MOU is to establish the framework under which VSP Eyes of Hope Mobile Clinic will provide free, on-site vision screenings, comprehensive eye examinations, and related vision services to eligible community members in Santa Barbara County in coordination with the County. The services are intended to reduce barriers to access to preventive eye care and to promote public health and wellness.

2. VSP Responsibilities

VSP agrees to:

- a. Provide a fully equipped mobile vision clinic, or portable ophthalmic equipment if necessary, staffed by appropriately licensed and qualified optometrists or ophthalmologists and trained personnel.
- b. Perform vision screenings, comprehensive eye examinations, and prescribe and arrange for prescription eyewear for eligible participants in accordance with VSP Eyes of Hope program criteria, at no cost to participants.
- c. Supply, operate, and maintain all clinical equipment, medical supplies, and sanitation and safety practices required for service delivery.
- d. Determine participant eligibility for services in accordance with VSP Eyes of Hope program requirements and obtain all required medical consents and authorizations.
- e. Be solely responsible for the creation, maintenance, use, storage, and retention of all medical and health records generated in connection with the services.
- f. Maintain appropriate general and professional liability insurance coverage for its operations and personnel.

3. County Responsibilities

County agrees to:

- a. Coordinate with VSP regarding scheduling, site identification, and logistical planning for the Event(s).
- b. Assist with community outreach and communication regarding the availability of vision services.
- c. Provide or facilitate access to a suitable, safe, and accessible location for the mobile clinic, including reasonable access to parking, restrooms, and utilities as needed.
- d. Maintain responsibility for general site safety unrelated to the provision of clinical services.

County shall not provide medical services, make clinical determinations, or assume responsibility for any diagnosis or treatment provided by VSP.

4. Term and Termination

This MOU shall become effective on the date executed by the County and shall remain in effect through the completion of the Event(s), unless earlier terminated. Either Party may terminate this MOU without cause upon thirty (30) days' prior written notice to the other Party. Termination shall not relieve either Party of responsibility for acts or omissions occurring prior to the effective date of termination.

5. Notices

Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by personal delivery or email, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:

Mouhanad Hammami, Director
Santa Barbara County Public Health
300 San Antonio Road
Santa Barbara, CA 93110
Email: MHammami@sbcphd.org

To VSP:

Clark Jorgenson, Community Engagement Manager
Vision Service Plan
3333 Quality Drive
Rancho Cordova, CA 95670
Email: clark.jorgensen@vsp.com

or at such other address or to such other person that the Parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

6. No Monetary Obligation

There shall be no exchange of funds or other consideration between the Parties under this MOU. All services provided by VSP are voluntary and provided at no cost to the County or to eligible participants. This MOU does not create a procurement, contracting, or payment obligation for County.

7. Compliance with Laws and Non-Discrimination

Each Party shall comply with all applicable federal, state, and local laws and regulations. County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) is incorporated herein by reference and shall apply to this MOU.

8. Confidentiality and Privacy

VSP shall protect patient health information in accordance with HIPAA and applicable state medical privacy laws. County shall not access or retain medical records except as permitted by law. The Parties acknowledge that County is not a business associate of VSP.

9. Liability and Indemnification

Each party to this Agreement agrees to defend, indemnify and hold each of the other parties, their officers, board members, employees and agents harmless, with respect to any and all claims, costs, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of the negligent acts or omissions or willful misconduct of the indemnifying party, of any functions, work, duties, authority, or obligations of such party under this Agreement. This indemnity provision survives the Agreement.

County hereby notifies VSP that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this MOU and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Primary's agrees to comply with said ordinance.

10. Independent Contractors

The Parties are independent contractors. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship.

11. Amendments

This MOU may be amended only by a written instrument signed by authorized representatives of both Parties.

12. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of California.

13. Entire Agreement

- a. All Parties to this MOU warrant and represent they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been fully complied with.
- b. Furthermore, by entering into this MOU, VSP hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which VSP is obligated, which breach would have a material effect hereon.
- c. This MOU constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral, relating thereto. This MOU may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

14. Immaterial Amendments

- a. The County Health Director, or designee, is authorized to make immaterial amendments to the Agreement such as updating the Designated Representative, updating addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, or total contract amount, in accordance with Section 12 and upon review and concurrence by County Counsel.

SIGNATURES OF AUTHORIZED REPRESENTATIVES ON FOLLOWING PAGE

IN WITNESS WHEREOF the authorized representatives of the Parties have executed this Memorandum of Understanding to be effective on the date executed by the County.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Bob Nelson

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director
County Health Department

Signed by:
By: Mouhanad Hammami
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Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Marisa Kahn
Risk Manager

Signed by:
By: Lindy GiacopuzziKotz
B081EBAD8CD440F...
Deputy County Counsel

Signed by:
By: Marisa Kahn
BF54F5C66F0G41A...
Risk Management

IN WITNESS WHEREOF the authorized representatives of the Parties have executed this Memorandum of Understanding to be effective on the date executed by the County.

APPROVED AND AGREED TO BY:

VISION SERVICE PLAN (VSP EYES OF HOPE MOBILE CLINIC)

DocuSigned by:
Clark Jorgensen
By: 1A5AA5F0F535423...
Authorized Representative
Name: Clark Jorgensen
Title: Community Engagement Manager
Date: 7/1/2026