

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“**Agreement**”) is made by as of 6-15-2015 (“**Effective Date**”) by and among School District (hereinafter referred to as “**District**”), Medical Partner (hereinafter referred to as “**Center**”), and Vision Partner, an Ohio non-profit corporation (hereinafter referred to as “**Vision Partner**”).

WHEREAS, Center, District and Vision Partner desire to implement a vision care center located within the School District located in Ohio the “**School Project**”); and

WHEREAS, the purpose of the School Project is to provide vision care and eyeglasses to local students who lack the financial resources to obtain them.

NOW, THEREFORE, for and in consideration of the promises, covenants, and agreements herein contained, the parties mutually agree as follows:

1. SCOPE OF SERVICES PROVIDED BY VISION PARTNER

- A. Vision Partner will provide, free of charge, optometric equipment (the “**Equipment**”) to furnish Two (2) eye examination lanes for the School Project to be used solely at the School, as further described on Exhibit 1 attached hereto. If the School Project ceases operation or Vision Partner’s involvement in the School Project shall cease for any reason, all Equipment will be promptly returned to Vision Partner. Vision Partner equipment vendor relationships will allow for maintenance of Equipment to be under warranty for the first year. Any remaining cost for maintaining such Equipment will be covered through Center resources.
- B. Vision Partner will also donate frame displays to hold eyeglass frame inventory, dispensing tables and waiting room chairs to be used at the School Project (the “**Furniture**”).
- C. In conjunction with Vision Partner’s business partner, Vision Partner will donate consulting services of Business Partner’s store planners to design vision Center in the layout of interior of the School Project, Business consulting services on manpower planning, Vision Center operation marketing and traffic driving support.
- D. Vision Partner will contribute the total sum of **\$150,000.00** which sum shall be designated for payment towards salaries for three (3) vision care professionals (the “**Vision Care Professionals**”) employed by Center to be dedicated on a full-time basis, as agreed upon by the parties, to the School Project for a period of one (1) school year, commencing at Vision Center opening.
 - 1) Vision Partner will make such contribution in (4) equal installments commencing at Vision Partner’s Vision Center opening (with the specific payment dates to be

determined by Vision Partner in its sole discretion), with the final payment to be made not later than (16) months after opening.

- E. Vision Partner will furnish inventory, including eyeglass frames and lenses, and eyeglass production (the “**Inventory**”) to supply the non-Medicaid patient eyeglass prescriptions issued through the School Project, currently estimated to be approximately 20% of the total prescriptions issued. Vision Partner reserves there right to challenge the percent of uninsured at any time.
- F. Vision Partner will also provide periodic skilled volunteer support to assist with patient care at the School Project from time to time as mutually agreed upon by Center and Vision Partner.
- G. Vision Partner, in support of the partnership, will provide communications and implementation support (including key message platform, news release/fact sheets, template communication materials, photography/video assets) to support vision center communications, including a possible grand opening celebration for key stakeholders and news media. Center will provide Vision Partner with a copy of all proposed press releases, public communications and media relations deliverables regarding the School Project at least one (1) week in advance for Vision Partner’s review and approval.

2. SCOPE OF SERVICES PROVIDED BY DISTRICT

- A. District will facilitate resource coordination to achieve consent for transportation and will supply any funding needed for transportation services.
- B. District will provide, free of charge, reasonable office space within the School designated for a vision care center.
- C. District will provide trade services such as; plumbing, electric and handyman services during the construction/renovation of the office space provided for the vision center.
- D. District will supply current site layout in advance for Vision Partner’s review and approval as well as work with designated architect to provide final plans and permits for the School Project. District will provide periodic progress reports to Vision Partner regarding construction of the vision care center.
- E. District will allow presenting sponsor to provide 1-2 days of volunteer vision screening to identify children in need supporting capacity of vision center. District will secure appropriate parental consent and manage the logistics of transportation from identified neighboring schools screening referrals to the vision care center.
- F. District is responsible for ensuring the vision care center and its capacity is being fully utilized.

3. SCOPE OF SERVICES PROVIDED BY CENTER

- A. Center will retain, employ, and pay the salary for the Vision Care Professionals (optometrist, optician and optometric technician) described above. Vision Partner acknowledges that the continued funding and employment of the Vision Care Professionals and Administrative Professional will be the sole responsibility of Center.
- B. Center will retain, employ, and pay the salary for one (1) full-time employee (the “**Administrative Professional**”) dedicated to the School Project to provide administrative and office support, including all patient scheduling, records maintenance and scheduling of any necessary follow up care. The Vision Care Professionals and the Administrative Professional are hereinafter collectively referred to as the “**Professionals.**”
- C. All employees of Center dedicated to the School Project (including, without limitation, the Professionals) will be under the sole direction and control of Center.
- D. Center shall select the Professionals in its sole discretion subject to all applicable federal, state and local laws. Center shall be solely responsible for determining the wages and hours of the Professionals and shall be solely responsible for the acts and omissions of the Professionals and for the payment of all salaries and all other costs arising out of the employer/employee relationship between Center and the Professionals.
- E. Upon the patient arriving to the vision care center, Center will provide all needs verification to determine patient eligibility for services, including any requisite Medicaid verification. Center shall maintain all patient records in accordance with applicable laws and insurance requirements.
- F. Center will take all necessary and appropriate security measures to ensure that the Equipment, Furniture and Inventory (collectively, the “**School Project Equipment**”) is properly secured at all times, and that during such times and subject to the policies and procedures of the School, access to the School Project Equipment is limited only to those individuals who need access to such equipment in order to provide services in connection with the School Project. In the event of any theft of, or loss or damage to, the School Project Equipment results solely from Center’s failure to provide adequate security measures, Center shall be responsible for all costs and expenses in order to repair and/or replace such equipment. Unless expressly authorized in writing by Vision Partner, Center shall not remove or relocate the School Project Equipment from the School.
- G. Center will provide Vision Partner with monthly reporting to include number of patients seen, eyeglasses dispensed, follow up care, and a financial accounting of all business conducted from the School Project. All financial reporting shall be conducted in accordance with generally accepted accounting principles and all applicable laws. Vision Partner may share high-level statistical or financial information for purpose of reporting/marketing for vision health outcome.

4. TERM

The term of this Agreement shall commence upon execution by both parties hereto, and shall expire on June 15, 2020, unless earlier terminated in accordance with Section 7 (the “**Initial Term**”). Starting June 16, 2020, this Agreement shall renew for one-year periods (each, a “**Renewal Term**”). The Initial Term and each Renewal Term are collectively referred to as the “**Term**.” Each renewal shall occur automatically unless either party terminates the Agreement pursuant to Section 7.

5. INSURANCE

Center, at its own expense, shall procure and maintain with responsible third party insurance carriers during the Term: (i) Commercial General Liability Insurance written on an occurrence basis including premises, products/completed operations liability coverage with respect to the products and services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, (ii) fire and extended insurance coverage with limits equal to the insurable replacement cost of Center’s property and the School Project Equipment, (iii) Workers Compensation Insurance in the amount required by law, (iv) Employers Liability/Stop Gap Liability Insurance with limits of at least \$500,000 for each occurrence, and (v) professional liability insurance in an amount not less than \$1,000,000.00 per occurrence and in the aggregate. Within 10 days of execution of this Agreement, Center shall deliver to Vision Partner certificates of insurance as evidence of the required coverage. All Commercial General Liability Insurance policies and certificates of insurance shall include Vision Partner as an additional insured and will endeavor to provide 30 days’ written notice to Vision Partner before such policy is cancelled or altered.

6. INDEMNIFICATION

Center shall defend, indemnify and hold Vision Partner and its officers, directors, employees and agents harmless from and against any loss, damage, liability, claim, demand, cost and expense (including reasonable attorneys’ fees) arising out of or relating to: (i) personal injury (including death) or property damage caused by the negligence or willful misconduct of Center, its employees, agents or subcontractors, or (ii) any breach of this Agreement by Center. Upon receipt of notice, Center shall promptly assume the defense of any third party suit or proceeding covered by its indemnification obligations hereunder. Center shall not settle or compromise any claims against Vision Partner without Vision Partner’s prior written consent, which may be withheld at Vision Partner’s sole discretion.

7. TERMINATION

Vision Partner may terminate this Agreement with or without cause at any time upon at least sixty (60) days' written notice to Center. If Vision Partner or Center is in breach of its covenants or obligations under this Agreement and fails to remedy such breach (if capable of being remedied) within thirty (30) days of its receipt of written notice from the non-breaching party which describes the alleged breach in reasonable detail, the non-breaching party shall have the right to terminate this Agreement by giving written notice to the breaching party.

8. INDEPENDENCE OF PARTIES

Vision Partner shall perform all services described herein as an independent organization and not as an officer, agent, servant, or employee of the Center. Vision Partner shall have exclusive control of and the exclusive right to control the details of the services to be performed by Vision Partner hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Center shall have exclusive control of and the exclusive right to control the details of the services to be performed by Center hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the Center and Vision Partner. No person performing any of the work or services described hereunder on behalf of Vision Partner shall be considered an officer, agent, servant, or employee of the Center, nor shall any such person be entitled to any benefits available or granted to employees of the Center. No person performing any of the work or services described hereunder on behalf of Center shall be considered an officer, agent, servant, or employee of Vision Partner, nor shall any such person be entitled to any benefits available or granted to employees of Vision Partner.

9. NOTICES

This Agreement requires that all notices shall be personally served or sent by express courier (with delivery confirmation) or certified U.S. mail, postage prepaid, return receipt requested, addressed to the parties as follows:

- i. To Center:
CEO
Medical Partner
Address
- ii. To District:

Treasurer
School
Address

iii. To Vision Partner:
Executive Director
Vision Partner
Address

10. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

11. AMENDMENT; ASSIGNMENT

This Agreement may be modified or amended only by a written contract duly executed by the parties hereto. No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

12. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. SEVERABILITY

This Agreement shall be severable, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

14. PROPRIETARY MATERIALS

District and Center acknowledge that in the course of performing services, Vision Partner may use trademarks, logos, products, materials, or methodologies provided by Vision Partner (the "Vision Partner **Proprietary Materials**"). District and Center each agree that it shall not have or has not obtained any rights in the Vision Partner Proprietary Materials except pursuant to a separate written agreement executed by the parties.

15. CONFIDENTIALITY

A. During the course of this Agreement, each party may receive or have access to information, whether oral, written or electronic, that the other party considers confidential

or proprietary, including, without limitation, all reports, information and data in whatever form, designs, products, processes, equipment, technologies, materials, suppliers, costs, operations, trade secrets, strategies, technical information, marketing data and financial information (“**Confidential Information**”). It is understood among the parties that at all times, any individually-identifiable health information of Center’s patients who receive services at the School Project shall be and remain the property of Center and shall not be disclosed to the other parties unless required or permitted under applicable law.

- B. The receiving party will not, without first obtaining the disclosing party's written consent, disclose Confidential Information of the disclosing party to any third party or use such information for any purpose other than for the limited purposes of this Agreement. The receiving party will take all appropriate steps to safeguard Confidential Information and to protect such information against disclosure, misuse, loss or theft. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to those individuals who need to know such information to perform hereunder, provided that such individuals abide by the provisions of this Agreement. The receiving party shall be liable for the failure of any such individuals to comply with the confidentiality provisions contained in this Section.
- C. Confidential Information shall not include: (i) information generally available to, or known to, or which becomes known by, the public through no wrongful act of the receiving party; (ii) information lawfully known by the receiving party prior to disclosure hereunder; (iii) information disclosed by a third party, which is not bound under a confidentiality obligation to the disclosing party, to the receiving party; (iv) information independently developed by the receiving party without the use of information disclosed by the disclosing party; (v) information lawfully required to be disclosed to any governmental agency or which is otherwise required to be disclosed by law, provided that before making such disclosure the receiving party will provide the disclosing party with written notice of the proposed disclosure and an adequate opportunity to object to such disclosure or take action to assure confidential handling of such information.
- D. Upon request or the termination of this Agreement, the receiving party shall return or destroy all copies of documents and other things in its possession that constitute Confidential Information.

16. REPORTING

- A. 1. Center will provide Vision Partner with monthly reporting to include number of patients seen, eyeglasses dispensed, follow up care, and a financial accounting of all business conducted from the School Project. All financial reporting shall be conducted in accordance with generally accepted accounting principles and all applicable laws. Vision

Partner may share high-level statistical or financial information for purpose of reporting/marketing for vision health outcome.

A.

At the request of Vision Partner, Center will cooperate and provide any necessary data required to perform periodic studies of the impact of care provided by the School Project on the local community.

17. NAMING, COMMUNICATION AND PUBLICITY

The School Project center will be named: “Vision Partner’s Vision Center at the School.” This name and Vision Partner logo will be featured at the main interior entrance of the center and will be used on all program signage, communications, collateral and publicity.

1. All communications, including press releases and informational materials, shall refer to the School Project as Vision Partner’s Vision Center at the School. All materials must cite Vision Partner as a founding partner and include Vision Partner’s website address and other language provided by Vision Partner communications team. All materials (press releases or informational collateral) referencing Vision Partner’s Vision Center at the School must be submitted in writing to Vision Partner for advance review and approval prior to any publishing, production or distribution.
2. Vision Partner may obtain a “Presenting Sponsor” for the location, in which the School Project may be named: “Vision Partner’s Vision Center at the School, presented XX”
3. District and Center will obtain parental permission using Vision Partner’s release form (as provided by Vision Partner’s communications team) and Center’s release form, to document and share at least four stories per month about patients who have received treatment at Vision Partner’s Vision Center at the School. These stories will be provided to Vision Partner to help promote program impact. Any use of these stories for publicity purposes must be approved by Vision Partner in advance pursuant to the publicity requirements described above.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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IN WITNESS WHEREOF, each of the parties has executed this Agreement to be effective as of the Effective Date.

VISION PARTNER

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

DISTRICT

By: _____

Name: _____

Title: _____

CENTER

By: _____

Name: _____

Title: _____

EXHIBIT 1
EQUIPMENT PROVIDED BY VISION PARTNER

ITEM	DETAILS