

**MEMORANDUM OF
AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF
EDUCATION AND
QUALITY CARE FOR KIDS LLC
SHELBYVILLE,
KENTUCKY**

This Memorandum of Agreement ("Agreement") is entered as of June 28, 2017 between the Jefferson County Board of Education ("JCBE"), having its office at 3332 Newburg Road, Louisville, Kentucky 40218, and Quality Care for Kids LLC ("Provider"), having its office at 77 Mack Walters Road, Suite 300, Shelbyville, Kentucky 40065.

WHEREAS, Provider desires to use certain school facilities of Jefferson County Public Schools ("JCPS") to provide certain eye/vision and ear/hearing exams to the students (the "Program"); and

WHEREAS, Provider will be ultimately responsible for the diagnostic and preventive services that will be provided to JCPS students in the Program, and has the capability of staff/technicians performing at JCPS school facilities all procedures that are normally done in the standard optometry/audiology office setting.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, and intending to be legally bound, JCBE and Provider agree as follows:

A. GENERAL TERMS OF AGREEMENT:

1. The terms of the Agreement shall be reviewed annually, or as the need arises, by the respective administrative officers of Provider and JCBE.
2. This agreement shall be effective beginning on July 28, 2017 and ending on July 28, 2022. This Agreement may be terminated immediately by mutual consent of the Parties or by either Party upon ninety (90) days written notice to the other Party. If JCBE gives notice of termination of the Agreement, Provider will be permitted to complete any services for students that had been scheduled to be performed on any date or dates prior to the effective date of termination.
3. Provider shall defend, indemnify, and hold harmless JCBE and its agents, employees and Board members from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from the performance of the Agreement by Provider, including, but not limited to, Provider's use of JCPS facilities; Provider's completion of the duties under this Agreement; and injury to or death of persons or damage to property or delay or damage to JCBE, its agents, employees and Board members, for any act, omission, negligence, or willful misconduct of Provider or its respective

agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The obligation of Provider under this paragraph shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party, person, or entity described in this paragraph.

4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any legal action or claim arising from or under this Agreement shall be brought only in the courts, state or federal, within Jefferson County, Kentucky, and the parties expressly waive the right to bring any legal action or claims in any other courts.
5. This Agreement contains the entire agreement between JCBE and Provider with regard to the subject matter herein and supersedes any and all prior agreements, either written or oral, and may be modified or amended only by a writing signed by both parties. Either party to this Agreement may in writing [i] extend the time for the performance of any obligations of the other party; [ii] waive any inaccuracies in representations and warranties by the other party' [iii] waive performance of any obligations by the other party; and [iv] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or to constitute the waiver of any other term or condition of the Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliance with that provision or any other provision of the Agreement.
6. The Agreement will not be construed to constitute either party as an agent, partner or joint venture of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.
7. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.
8. The invalidity, illegality or unenforceability of any provision of the Agreement will not affect the validity, legality or enforceability of the remaining provisions. If any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.
9. There shall be no discrimination by either party because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

B. QUALITY CARE FOR KIDS LLC AGREES TO:

1. Work in collaboration with the Coordinator of JCPS Health Services and/or his/her designee to create schedules and assignments for vision and hearing care. Consent forms will be provided to JCBE by Provider.
2. Meet at appropriate times with the Coordinator of JCPS Health Services and/or his/her designee to evaluate the experience of the vision and hearing procedures and to review contractual agreements.
3. Inform Provider staff/volunteers they are not entitled to wages from JCBE for their activities during the period of use of JCPS school facilities and that they are not employees of the JCBE when they are assigned to use the JCPS school facilities. Each individual performing services at JCPS school facilities shall sign a statement acknowledging that they are not employed by JCBE.
4. Require and verify that all Provider staff/volunteers are covered by professional liability insurance in amounts no less than \$1,000,000 per claim/\$3,000,000 aggregate per policy year and provide JCBE with a certificate of insurance upon request.
5. In addition to the insurance required by paragraph B.4, and without limiting Provider's indemnification obligations under paragraph A.3, secure and maintain in force during the term of this Agreement a Commercial General Liability insurance policy (Contractual Liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, and Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. JCBE shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be provided to JCBE as proof of insurance. Each such insurance policy shall provide that it is primary such that insurance maintained by JCBE, if any, shall be excess and not co-primary. Provider shall produce a copy of each such insurance policy for JCBE, upon request. Provider further agrees to provide all necessary worker's compensation insurance for Provider's employees, if any, at Provider's own cost and expense and in accordance with Commonwealth of Kentucky statutory limits.
6. Require all staff/volunteers to complete a Criminal Records Check per JCBE requirements. Staff/volunteers convicted of or pleading guilty to sexual or drug offenses or any felony offense shall not be permitted to provide services at JCPS school facilities.
7. Obtain approval from parents or guardian for each JCPS student to see a physician at JCPS school facilities prior to providing any vision or hearing services, using the consent forms described in paragraph B.1, and make copies of such signed consent forms available to JCBE upon request.

8. Provide to JCBE upon request the names of physicians and other staff who will serve the JCPS students, and copies of relevant diplomas, certifications and/or licenses.
9. Notify the JCPS Health Services Coordinator of variations in the schedule due to illness, inclement weather, etc.
10. At a date to be mutually agreed upon, provide routine eye/vision and ear/hearing exams, including "eyes" Far and near acuity, Depth perception, Color testing, refraction, dilation if needed and requested, Inter ocular pressure if suspected, Internal and External elements are checked by the Ophthalmologist and a Rx written for those who need them. Serious eye or vision abnormalities are brought to the nurse's attention and we will provide a referral form with our findings for their physician. The "ear" is examined for blockages, foreign objects, wax build up, fluid, infection, ruptures and any other ear abnormality. The testing will then proceed with pure tone audiometry air, Tympanometry and Otoacoustic Emissions. Most blockages can be removed if the child is permitting. Serious ear or hearing abnormalities are brought to the nurse's attention and we will provide a referral form with our findings for their physician. STAT problem shall be dealt with on the spot. We ask the nurse to contact the parent or guardian and ask them to come to the school. Our physicians will speak with them directly and arrange for a direct call referral. Ex. Tumors, hemorrhages and anything that needs surgery as soon as possible. Such care shall be offered to the children ages three to 18 years with parental/guardian signed consent as indicated on the consent forms described in paragraph B.1.
11. Require each site to be served by licensed Kentucky physician(s). Ophthalmologist, Audiologist, Pediatricians and Otolaryngologist
12. Provide the Program as described in this Agreement at no cost or expense to any individual JCPS school or to JCBE.
13. Process any Medicaid claims to cover 100% of treatment. Most insurances are accepted. Insurance co-pays and deductibles do not apply to our program. That portion is written off. When children-in-need without insurance or Public Aid, then vision and hearing screenings are provided at no expense if the results are normal. If the results are not normal, the child is sent on through for a full exam and the problem is treated. These children will be seen as a professional courtesy and the charges are written off. Therefore, no problems are missed.
14. Provide services for routine vision and hearing care to those children with Medicaid, KCHIP, or applicable private insurance coverage. No child is turned away based on his/her ability to pay.
15. Provide to all JCPS students a "report card" for their parents; make available copies and exam results to the family and vision/health offices; and provide a toll free number to contact Provider regarding any questions they have.

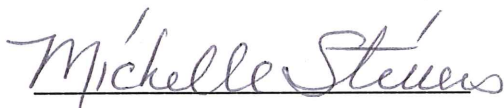
16. Adhere to all applicable laws, Medical Board regulations, and policies, including but not limited to HIPAA and the federal and state Family Educational Rights and Privacy Acts; make available to JCBE upon request a copy of the Program's HIPAA notification form; and provide the HIPAA notification to all parents along with the consent form.

C. JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

1. Provide the use of JCPS facilities to the medical professionals of Provider. Such school facilities shall be mutually agreed upon by JCBE administrative personnel and Provider administrative personnel. Such school facilities shall be available during the school year, however, the use of such school facilities shall not interfere with the instructional program of JCPS.
2. Provide the opportunity for the medical professionals of Provider to perform vision and hearing services to JCPS students as described in the Agreement.
3. Attempt to provide a minimum of 50 children per site to be treated. If the minimum number is not reached, the visit may be revised or cancelled.
4. Assist Provider staff with the interpretation of JCBE policies and procedures.
5. Distribute and collect Provider consent via designated school staff.

QUALITY CARE FOR KIDS, LLC

JEFFERSON COUNTY BOARD OF EDUCATION

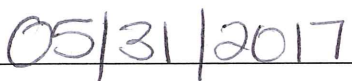


Michelle Stivers

President

Donna M. Hargens, Ed.D

Superintendent



Date

Date