

OPTOMETRY PRACTICAL EXPERIENCE AGREEMENT

THIS OPTOMETRY PRACTICAL EXPERIENCE AGREEMENT (this "Agreement") is made and entered into by and between _____ ("Optometrist") and _____ ("Educational Institution").

WHEREAS, Optometrist is a licensed optometrist in the State of _____, and operates an optometry practice in space licensed from Wal-Mart Stores, Inc. ("Wal-Mart") located at _____ [insert address] (the "Site"); and

WHEREAS, Educational Institution operates certain structured advanced educational programs in optometry (the "Optometry Programs"), and desires to provide opportunities to students enrolled in the Optometry Programs for practical experience in optometry; and

WHEREAS, Optometrist desires to oversee a practical training program at the Site for students enrolled in the Programs, in accordance with the terms and conditions set forth herein (the "Practical Training Program").

NOW, THEREFORE, Optometrist and Educational Institution hereby agree as follows:

I. Educational Institution Responsibilities

- A. Educational Institution shall enroll students in the Practical Training Program (each, a "Participating Student") and shall ensure that each Participating Student complies, and shall continue to comply throughout his or her participation in the Practical Training Program, with all applicable requirements of Educational Institution, including, without limitation, completing all required application forms and other paperwork in a timely fashion, and with all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, rules and regulations of the State Board of Optometry.
- B. Educational Institution shall prepare instruction plans for each Participating Student. The number of Participating Students, individualized instruction plans and scheduling are all subject to Optometrist's written approval prior to the commencement of the Practical Training Program.
- C. Educational Institution represents and warrants that it complies with all federal, state and local laws, rules, regulations and ordinances necessary to permit Educational Institution to offer the Practical Training Program to foreign students, including, without limitation, the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201 et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. §§ 1324a et seq., and the Omnibus Budget Reconciliation Act of 1986, 29 U.S.C. §§ 623 et seq.
- D. Educational Institution shall, and shall instruct each Participating Student to, comply with all applicable confidentiality and non-disclosure requirements, including, without limitation, the requirements of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), state privacy laws and regulations, and any requirements imposed on Optometrist by Wal-Mart in connection with Wal-Mart Vision Centers' confidential and proprietary information. Educational Institution also shall cause each Participating Student to receive training with respect to applicable confidentiality and non-disclosure requirements, as directed by Optometrist.
- E. Educational Institution shall ensure that each Participating Student receives and complies with any Wal-Mart policies and procedures with which Participating Students must comply in order to work at the Site, copies of which Optometrist will provide to Educational Institution prior to the commencement of the Practical Training Program. Educational Institution also shall ensure that each Participating Student completes any relevant computer-based learning modules ("CBLs") associated with Wal-Mart's Code of Conduct. Violation of any of Wal-Mart's policies and procedures will result in immediate termination of the offending Participating Student from the Practical Training Program and may, in Optometrist's sole discretion, result in termination of this Agreement with Educational Institution.

II. Optometrist Responsibilities

- A. Optometrist shall provide appropriate facilities, equipment and supplies at the Site for use by Participating Students, which shall conform at all times to applicable State Board of Optometry rules and regulations.

- B. Optometrist shall appropriately supervise each Participating Student in the completion of his or her individualized instruction plan.
- C. Optometrist shall retain sole responsibility for the optometric care furnished to Optometrist's patients by Participating Students.
- D. Optometrist shall comply with all federal, state and local laws, rules, regulations and ordinances concerning the confidentiality of student records.

III. General Terms and Conditions

- A. Term. This Agreement shall be effective beginning on _____ and shall end on _____. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless this Agreement is earlier terminated as set forth below.
- B. Termination. Either party may terminate this Agreement at will upon 30 days prior written notice. Such termination by Optometrist will not be effective as to any Participating Student until such student has completed the Practical Training Program, subject to the provisions of Section III.G below.
- C. Compensation. The parties agree that monetary compensation shall be neither expected nor received by either party from the other party, and that no Participating Student shall either expect or receive monetary compensation from Optometrist under this Agreement.
- D. No Guarantee of Future Employment. Educational Institution hereby acknowledges and agrees, on behalf of itself and on behalf of each Participating Student, that participation in the Practical Training Program shall not guarantee an offer to the Participating Student of future employment with Optometrist.
- E. Relationship of Parties. Nothing in this Agreement shall be construed as creating as between Optometrist and Educational Institution (or any Participating Student) the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement.
- F. Insurance. The parties hereby acknowledge and agree that Optometrist will not provide and shall not be responsible for worker's compensation or any other insurance coverage for any Participating Student. Educational Institution will, therefore, select for participation in the Practical Training Program only those students who have, or who can obtain prior to the time they begin the Practical Training Program, professional and general liability insurance coverage either individually or through Educational Institution. Prior to any student commencing the Practical Training Program, proof of insurance will be furnished to Optometrist indicating the effective coverage date and liability limits of no less than \$1,000,000 per incident with a \$3,000,000 annual aggregate for the professional and general liability insurance coverage and no less than \$1,000,000 of employer's liability coverage. The required insurance shall contain a waiver of subrogation by Educational Institution's insurance carrier against Optometrist and/or its insurance carrier with respect to all obligations assumed by the student or Educational Institution pursuant to this Agreement. Optometrist shall be named as an additional insured on each policy. Optometrist reserves the right to deny admission to the Practical Training Program and/or terminate the rotation for any student who fails to demonstrate or loses effective insurance coverage unless such condition is immediately rectified.
- G. Termination of Student. Optometrist may direct Educational Institution to terminate the participation of any Participating Student whose conduct or work with Optometrist, patients, customers or Wal-Mart employees is not, in the sole discretion of Optometrist, in accordance with acceptable standards of performance. Requests for the termination of a student will be made in writing and will contain a statement of facts describing the Participating Student's conduct deemed to be unacceptable. Educational Institution may, at any time, terminate a Participating Student whose progress, conduct, or work does not meet Educational Institution's standards for continuation in the Practical Training Program. Either party may, without notice to the other, immediately terminate the participation in the Practical Training Program of any Participating Student who poses an immediate threat or danger.
- H. Ineligible Persons. Only students who are eligible to participate in "Federal Health Care Programs" (as such term is defined in 42 U.S.C. § 1320a-7b(f)), including, without limitation, Medicare and Medicaid, may participate in the Practical Training Program. An ineligible person shall be any individual who has been (a) excluded from participation in any Federal Health Care Program,

or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; or (b) convicted of a criminal offense related to the provision of health care items or services and has not yet been reinstated in the applicable Federal Health Care Programs after a period of exclusion, suspension, debarment or ineligibility. Educational Institution shall make a reasonable inquiry as to the status of any prospective Participating Student prior to such student's selection for participation in the Practical Training Program by reviewing the HHS/OIG List of Excluded Individual/Entities and the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.hhs.gov/oig> and at <http://www.pls.arnet.gov>, respectively).

I. Non-discrimination. Neither party shall discriminate against any Participating Student on the basis of race, color, sex, age, religion, national origin, or disability.

J. Indemnification. The parties to this Agreement shall indemnify and hold each other harmless from any and all claims, losses, damages, or injuries to persons or property, and all costs, expenses, and attorneys' fees incurred in connection therewith, caused by the breach of any obligation of this Agreement or caused by the negligent or intentional acts of the indemnifying party, its agents or employees arising out of performance of this Agreement. Educational Institution shall indemnify and hold Optometrist harmless from any and all claims, losses, damages, or injuries to persons or property, and all costs, expenses, and attorneys' fees incurred in connection therewith, caused by the breach of any obligation of this Agreement or a negligent or intentional act by a Participating Student.

K. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any dispute arising in connection with this Agreement shall be brought in the state and federal courts of the county of _____ in the State of _____.

L. Entire Agreement. Educational Institution and Optometrist agree that neither party has made any representation, warranty, or covenant not fully set forth herein, and that this Agreement supersedes all previous communication between the parties hereto.

M. Amendments. This Agreement may be amended only by a written and signed statement by both parties.

N. Assignments. No assignment of the right, duties, or obligations acquired under this Agreement shall be made by either party without the express written consent of the other party. Any attempted assignment in violation of this provision shall be void.

O. Notice. Notices shall be delivered either personally or by registered mail return receipt requested, and shall be effective upon receipt, to the following address:

Educational Institution:

Optometrist:

IN WITNESS WHEREOF, the parties through their authorized representatives have affixed their signatures below.

EDUCATIONAL INSTITUTION

OPTOMETRIST

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____