

## SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is entered into by and between The Regents of the University of California, a California Constitutional corporation, on behalf of the UCLA Stein Eye Institute - Center for Community Outreach and Policy, (hereinafter referred to as “UCLA”) and AZUSA UNIFIED SCHOOL DISTRICT – COMMUNITY SCHOOLS (hereinafter referred to as “Client”), and sets forth the terms and conditions under which UCLA will provide vision care for underserved, low-income, and/or uninsured members of the community who are members of or receive services from Client, as set forth herein.

### RECITALS

A. Client is the owner and operator of AZUSA UNIFIED SCHOOL DISTRICT – COMMUNITY SCHOOLS, located at:

<b>Azusa High School</b>	240 North Cerritos Avenue, Azusa, Ca. 91702
<b>Sierra High School</b>	1040 East Gladstone Street, Azusa, Ca. 91702
<b>Gladstone Middle School</b>	1340 North Enid Avenue, Covina, Ca. 91722
<b>Dalton Elementary</b>	500 East Tenth Street, Azusa, Ca. 91702
<b>Hodge Elementary</b>	700 West Eleventh Street, Azusa, Ca. 91702
<b>Lee Elementary</b>	550 North Cerritos Avenue, Azusa, Ca. 91702
<b>Magnolia Elementary</b>	945 East Nearfield Street, Azusa, Ca. 91702
<b>Murray Elementary</b>	505 East Renwick Road, Azusa, Ca. 91702
<b>Paramount Elementary</b>	409 West Paramount Street, Azusa, Ca. 91702
<b>Valleydale Elementary</b>	700 South Lark Ellen Avenue, Azusa, Ca. 91702

Client provides preschool, early childhood development, and K-12<sup>th</sup> grade services to the individuals who will receive vision care.

B. The UCLA Stein Eye Institute – Center for Community Outreach and Policy operates a community outreach program called the UCLA Mobile Eye Clinic (“UMEC”). The UMEC and its staff, including, but not limited to, ophthalmologists, ophthalmology residents, ophthalmic technicians and/or optometrists (collectively, the “UCLA Staff”), deliver free vision care and perform free basic eye examinations to members of underserved communities.

C. Client has determined that it is in Client’s best interests to contract with an entity such as UCLA to provide the Services.

D. UCLA desires to provide those Services as set forth in this Agreement at no cost in order to ensure equal access for all to quality eye care services. UCLA understands that not all individuals have the necessary means by which to acquire or pay for an eye examination or eyeglasses and thus UCLA will bridge that gap by providing Services at no cost.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

**1. RESPONSIBILITIES OF UCLA**

1.1. Services. During the term of this Agreement, UCLA Staff shall provide the professional services described in Exhibit A (the “Services”), at the times and locations identified.

1.2. Qualifications. At all times during this Agreement, UCLA Staff shall be qualified and licensed, as applicable, to provide the Services.

**2. RESPONSIBILITIES OF CLIENT**

2.1. Client Responsibilities. Client shall perform the obligations and provide the resources set forth in Exhibit A.

**3. TERM AND TERMINATION**

3.1. Term. The term of this Agreement shall be for a two-year period beginning on August 1, 2024, unless terminated as set forth hereunder.

3.2. Termination Without Cause. Either party may terminate this Agreement without cause upon at least thirty (30) days’ prior written notice to the other party.

3.3. Termination With Cause. Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party ten (10) days prior written notice of such breach. If such breach is not cured by the breaching party within ten (10) days of receipt of this notice, this Agreement shall terminate at the end of such ten (10) day period.

**4. COMPLIANCE AND LIABILITY**

4.1. Compliance with Laws. Both parties agree that each shall comply with all applicable state and federal laws, rules, and regulations now in effect or hereafter adopted regarding the Services provided under this Agreement, including but not limited to, those laws regarding the retention and availability of books and records related to the performance of obligations under this Agreement. Such action shall include, without limitation, compliance with the appropriate provisions of the Social Security Act and any applicable regulations, as related to the retention of records.

4.2. Liability. Neither party shall be responsible for the acts or omissions of the other party nor for any consequential, incidental, indirect, punitive, or special damages of any kind arising out of this Agreement. The limitations of this provision shall not apply to either party’s obligations to indemnify the other for claims of third parties.

**5. STATUS OF THE PARTIES**

5.1. Independent Contractor. It is the express intention of the parties that the legal status of UCLA to Client shall be that of an independent contractor, and that this Agreement does not create a partnership, joint venture, or a cost-sharing arrangement between the parties. Neither party shall have the authority to represent the other or enter into agreements on behalf of the other party.

5.2. No Excluded Parties. Each party represents and warrants to other party that: a). neither it nor any of its representatives who will provide services pursuant to this Agreement are currently excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs, including Medicare and Medicaid programs; and b). neither it nor any of its representatives who will provide services under this Agreement have been convicted of a criminal offense related to the provision of health care items or services that would lead to mandatory exclusion from federal health care programs, but have not yet been excluded.

## **6. INDEMNIFICATION AND INSURANCE**

6.1. Indemnification by Client. Client shall defend, indemnify and hold UCLA, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Client, its officers, employees, or agents.

6.2. Indemnification by UCLA. UCLA shall defend, indemnify and hold Client, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, employees, or agents.

6.3. Insurance. Each party shall secure and maintain the insurance coverage described in Exhibit B, a copy of which is attached hereto and incorporated herein by this reference

## **7. USE OF NAME**

7.1. The parties agree that they shall not use the name of the other without prior written approval of an authorized representative of that party, including the names UCLA, the University of California, the David Geffen School of Medicine, or similar references to the University of California Los Angeles, its physicians or facilities in accordance with California Education Code Section 92000 and University of California policy.

## **8. GENERAL**

8.1. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California.

8.2. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

8.3. Assignment. Neither party may assign, delegate or transfer in any manner the obligations and rights set forth in this Agreement.

8.4. Amendments. This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

8.5. Entire Agreement. This Agreement, including its Exhibits, constitute the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.

8.6. Notice. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

If to UCLA: UCLA Mobile Eye Clinic  
Anne L. Coleman, MD PhD  
100 Stein Plaza, Rm 3-221  
Los Angeles, CA 90095

If to Client: Jenni Wiebe, Director of Community School  
546 S. Citrus Ave.  
Azusa, CA 91702

8.7. Third Parties. This Agreement is not intended and shall not be construed to create any rights for any third party.

8.8. Exhibits. All Exhibits referred to herein are hereby incorporated herein. In the event that any provision of this Agreement conflicts with any Exhibit to this Agreement, the Exhibit shall control with respect to the subject matter of such Exhibit.

8.9. Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

8.10. Ability to Enter Agreement. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth in Article 4 above.

**UCLA**

**THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA ON BEHALF OF THE  
UCLA STEIN EYE INSTITUTE - CENTER  
FOR COMMUNITY OUTREACH AND POLICY**

Signature: \_\_\_\_\_

Printed Name: Anne L. Coleman, MD PhD

Title: Chair, UCLA Department of Ophthalmology

Date: May 27, 2024

**CLIENT**

**AZUSA UNIFIED SCHOOL DISTRICT  
COMMUNITY SCHOOLS**

Signature: \_\_\_\_\_

Printed Name: Norma Carvajal Camacho

Title: Assistant Superintendent, Ed. Services

Date: \_\_\_\_\_

## **EXHIBIT A**

### **1. Services Provided by UCLA**

The UMEC and its UCLA Staff of administrators, ophthalmologists, ophthalmology residents, and ophthalmic technicians will:

- a. Provide in-school vision screenings and/or basic, dilated eye examinations, at no cost, to pediatric patients scheduled by the Client at the Client's location, either on board the mobile unit or inside the Client's facility per a mutually agreed upon schedule.
- b. Provide prescriptions for eyeglasses (if needed), and a pair of eyeglasses (if needed) in person at Client's location. Referrals for further evaluation or treatment will be made (if needed).
- c. Mail or email consent forms and fliers to Client representative and make information accessible to patients.
- d. Will coordinate with Client staff to schedule vision screening and clinic date(s) and patient appointments.
- e. Will provide for the safe transfer of confidential records regarding eye examination results.
- f. Will deliver (by mail or in person) eyeglasses to the site in which the eye examinations were conducted.
- g. Services will be free of charge to both the patient and the Client because the Client identifies as an organization that provides childcare, education, and early childhood development services to underserved, low-income, and/or uninsured members of the community. This is in line with the mission of the UMEC, a community outreach organization which strives to deliver free vision care to underserved communities and provide support of patient care and screening programs in neighborhoods where poverty and vision disabilities intersect.

### **2. Client Resources Provided**

- a. Will provide a separate room/space inside facility for vision screenings equipped with a small table, chairs, and access to an electrical outlet, and a parking space for the mobile unit (40-foot long bus) when needed.
- b. Will provide parking spaces for technicians and doctors that arrive in separate vehicles.
- c. Will send a representative to the clinic location on the day of the eye examinations to assist UCLA Staff.
- d. Will provide access to restrooms for use by UCLA Staff.

- e. Will provide a table and chairs to UCLA Staff to use for patient check-in.

**3. Client Responsibilities**

- a. Client is located in Los Angeles County and identifies as a school and/or childcare organization that provides any type of services to members of the community that are underserved, low-income, and/or uninsured.
- b. Will post fliers and information regarding Services provided by UCLA in their facility and will schedule patients for eye examinations accordingly.
- c. Will collect signed consent forms from parents for vision screening and/or eye exam on a timely basis and provide them to UCLA Staff.
- d. Will provide for the safe transfer of confidential records regarding eye examination results.
- e. Will inform patients when eyeglasses arrive and will distribute them accordingly.
- f. Will call each patient scheduled to remind them of their appointment time and provide them with information about the vision screening and eye examination provided by UCLA, including the duration time of the exam and what the exam entails.

## **EXHIBIT B**

### **I. CLIENT INSURANCE**

Client at its sole cost and expense, shall insure its activities in connection with this Agreement, and obtain, keep in force and maintain insurance as follows:

1. Professional Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of four million dollars (\$4,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Client shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.
2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement.
3. Workers' Compensation Insurance in a form and amount covering Client's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of Client.

The coverage referred to in Section 2 above shall be endorsed to include UCLA as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Client, its officers, agents, and/or employees. Client, upon execution of this Agreement, shall furnish UCLA with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to UCLA of any modification, change or cancellation of any of the above insurance coverages.

### **II. UCLA INSURANCE**

UCLA maintains a program of self-insurance that covers its activities in connection with this Agreement as follows:



1. Professional Medical Liability Insurance with self-insured retention of five million dollars (\$5,000,000) per occurrence.
2. Comprehensive General Liability Insurance with self-insured retention of five million dollars (\$5,000,000) per occurrence.
3. Worker's Compensation Liability Insurance with self-insured retention in amounts required by the State of California.
4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of UCLA.

The coverage referred to in Section 2 above shall be endorsed to include Client as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UCLA, its officers, agents, and/or employees. UCLA, upon execution of this Agreement, shall furnish Client with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Client of any modification, change or cancellation of any of the above insurance coverages.