

**AFFILIATION AGREEMENT  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
CITY OF LA HABRA CHILD DEVELOPMENT DIVISION**

This Affiliation Agreement is made and entered into this 1 day of July 2022, in the State of California by and between City of La Habra Child Development Division., (hereinafter referred to as “AFFILIATE”) and The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, Irvine, Department of Ophthalmology (hereafter referred to as “UNIVERSITY”).

**WITNESSETH**

WHEREAS UNIVERSITY provides in its curriculum a project for the pediatric vision care through a community service agreement with the Children’s and Families Commission of Orange County (CFCOC) (hereinafter collectively referred to as "Pediatric Vision Project"); and AFFILIATE.

WHEREAS the UNIVERSITY desires to provide vision care to preschool children that fail the annual vision screening as provided by the Nurses Consultant or Physician it is desired that the AFFILIATE provide assistance to the UNIVERSITY as described in section VI of this document. The UNIVERSITY employs physicians and other personnel with training in ophthalmology and optometry and its support staff to perform such services.

IN FURTHERANCE of the foregoing purpose and the Pediatric Vision Project for the preschool children of Orange County it is agreed:

1. The UNIVERSITY shall transport the UCI Pediatric Eye Mobile to the school locations within City of La Habra Child Development Division in Orange County.
2. UNIVERSITY shall provide its services described herein during normal school hours and /or on a mutually agreed upon schedule.

AFFILIATE is willing to allow UNIVERSITY to utilize the AFFILIATE’S facilities-for examination of the preschool children that fail the School Districts annual vision screen by the staff of the Pediatric Vision Project of UNIVERSITY as pursuant to the terms of this Agreement:

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

### **I. TERM**

This Agreement shall become effective upon final execution and shall continue in effect until June 30, 2023; subject to termination by either party with or without cause at any time by either party upon ninety (90) days' prior written notice to the other party. Program year shall end in June, with the exact day varying from year to year as determined by the UNIVERSITY.

### **II. ASSIGNMENT**

- A. UNIVERSITY'S Pediatric Vision Project STAFF and UCI VOLUNTEERS visiting the AFFILIATE shall be under the supervision of a physician who is a member of university who holds a faculty appointment with UNIVERSITY.
- B. UNIVERSITY may assign STAFF to visit the AFFILIATE under the direction of an Optometrist to provide vision care as determined by UNIVERSITY and agreed upon by AFFILIATE.
- C. STAFF and UCI VOLUNTEERS shall be subject to the rules and regulations of AFFILIATE and UNIVERSITY.
- D. UNIVERSITY STAFF visiting the AFFILIATE to meet the terms of the Orange County Pediatric Vision Project supported by the CFCOC shall be in good standing with UNIVERSITY. STAFF AND UCI VOLUNTEERS shall not be deemed to be employees of the AFFILIATE during the hours in which they are assigned to the UNIVERSITY'S vision project.

### **III. COMPENSATION**

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STAFF and UCI VOLUNTEERS.

#### **IV. NON-DISCRIMINATION**

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of ethnicity, religion, sex, national origin, ancestry, age or physical handicap.

#### **V. OBLIGATIONS OF UNIVERSITY**

- A. UNIVERSITY shall be responsible for the selection, education, placement of STAFF AND VOLUNTEERS visiting AFFILIATE to provide vision screenings and exams as called for in the Children's and Families Commission Orange County (CFCOC) Pediatric Vision Project.
- B. UNIVERSITY shall provide STAFF and UCI VOLUNTEERS, along with AFFILIATE with all training and instruction required by UNIVERSITY'S Pediatric Vision Project. UNIVERSITY STAFF will provide vision exams, prescription for glasses and corrective lenses as needs and glasses at no charge for the children referred to the UCI Pediatric Eye Mobile, assistance with program evaluation and advice to the AFFILIATE personnel on the need for referral of children for ongoing ophthalmologic care.
- C. UNIVERSITY shall determine the required number of hours of clinical experience required for STAFF providing the vision exams at the AFFILIATE. All plans for providing vision care at AFFILIATE shall be subject to the approval of AFFILIATE, which approval shall not be unreasonably withheld.
- D. UNIVERSITY'S STAFF visiting the AFFILIATE shall be provided professional medical liability coverage by the UNIVERSITY.
- E. AFFILIATE may, at any time, discontinue their participation in the Pediatric Vision Project upon notification to UNIVERSITY. Such dismissal shall not be arbitrary or unreasonable.
- F. The Pediatric Vision Project Principal Investigator/ faculty (PI) and assigned STAFF to visit the AFFILIATE's facility will meet with AFFILIATE's designated liaison prior to providing vision care to the AFFILIATE's preschool students. During this meeting the PI and Project Director will establish a time for visitation to the facility to provide eye exams for the preschool student cohort that fails the vision screenings conducted by the AFFILIATE'S NURSE CONSULTANT. The vision screenings will be conducted according to the protocols specified within the Pediatric Vision Project and agreed to by the AFFILIATE. The Pediatric

Vision Project PI and Project Director will be responsible for communicating any AFFILIATE requirements to the Vision Project STAFF and ensure compliance with AFFILIATE's requirements.

- G. The Vision Project PI and Project Director will provide AFFILIATE with a copy or multiple copies of the protocols and pediatric vision design and methodology. The faculty member or Project Director will arrange for meetings with the AFFILIATE's STAFF and SRN's so that the UNIVERSITY STAFF are knowledgeable of AFFILIATE's policies and procedures that might apply to the implementation of the Pediatric Vision Project.
- H. The faculty member and Vision Project STAFF will act as the liaison to the AFFILIATE. UNIVERSITY will coordinate and oversee UNIVERSITY staff. They will update AFFILIATE when and if changes occur related to the Vision Project that might impact the AFFILIATE. They will communicate and work to resolve any project issue in a timely manner that may occur during the VISITATION of UNIVERSITY STAFF to the AFFILIATE'S facility. If they are not able to work through the issue, they will seek counsel from the Project Director or PI.

## **VI. OBLIGATIONS OF AFFILIATE**

- A. AFFILIATE shall retain ultimate control and responsibility for their facility.
- B. AFFILIATE shall designate a person to help coordinate with the UNIVERSITY project staff for the scheduling of the UCI Pediatric Eye Mobile.
- C. AFFILIATE will adopt the protocols designed by the Pediatric Vision Project staff to conduct screenings using the plus optix or other available screening devises and methods to identify the preschool student cohort that will require additional screening and/ or eye exams that could determine and identify the vision care needs of the children. This could be identification of those within the cohort that will need glasses prescribed and dispensed by the UNIVERSITY Vision Project Staff and/or the need for the student to be seen for tertiary care.

- D. AFFILIATE STAFF will provide data from the screening and will conduct follow-up inquiries on the students who fail the vision screens to ensure they are seen by a medical doctor or the visiting optometrist as required.
- E. AFFILIATE shall provide Vision Project STAFF with access to the preschool Cohort as described in the project outline, including a place to park the Pediatric Eye Mobile and access to the cohort that has failed the vision screening conducted by the AFFILIATE SRN's and access to electrical outlets to provide power to the vision bus, if available.
- F. AFFILIATE shall make its best efforts to provide adequate space, support, and AFFILIATE STAFF assistance to ensure that the identified cohort is available for eye exams as prearranged.
- G. AFFILIATE shall permit the use of its parking facilities and electrical source (if applicable).
- H. AFFILIATE shall provide orientation program for faculty member and Vision Project STAFF if deemed necessary by the AFFILIATE.
- I. AFFILIATE shall assure the availability and appropriateness of the student cohort to be provided with eye exams by the UNIVERSITY STAFF. The cohort shall be limited to those preschool children who are enrolled in the school or other programs conducted on school grounds and who have received written consent from their parents or guardian for vision examination and a prescription of corrective lenses as appropriate.
- J. AFFILIATE shall detail the specific responsibilities and authority of the facility's staff as related to the Pediatric Vision Project.
- K. AFFILIATE shall assure that staff is adequate in number and quality to ensure that the Pediatric Vision Projects visit to the AFFILIATES facilities are efficient and effective meeting the Visit objectives as outlined in the Vision Project agreement.
- L. With respect to any professional services performed by UNIVERSITY under this agreement, AFFILIATE agrees as follows:

- a. To inform University immediately upon initiation of an investigation of UNIVERSITY STAFF or upon the occurrence of a substantive untoward event involving UNIVERSITY STAFF.
  - b. To advise UNIVERSITY, within 3 calendar days of receipt of services of a complaint, Summons, or notice of a claim naming or involving UNIVERSITY STAFF. The UNIVERSITY will initiate actions as appropriate to address, investigate and/or defend the complaint/claim.
- M. Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against UNIVERSITY staff. UNIVERSITY may but need not consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by UNIVERSITY'S recommended disciplinary action against UNIVERSITY STAFF. AFFILIATE shall have the right for good cause and after consultation with the UNIVERSITY to prohibit further attendance at AFFILIATE facilities of any UNIVERSITY STAFF provided that the AFFILIATE will not take any action against UNIVERSITY STAFF in an arbitrary and capricious manner. Upon such termination the UNIVERSITY will use its best efforts to replace terminated staff members with regard to these types of events.

## **VII. INDEMNIFICATION**

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, 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 actually or allegedly caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, agents or employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, 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 UNIVERSITY, its officers, agents or students.

- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

## VIII. INSURANCE

- A. AFFILIATE, 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. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- a) Each Occurrence \$2,000,000
- b) General Aggregate (not applicable to the Comprehensive form) \$5,000,000

- 2. Professional Medical Liability Insurance with limits as follows:

- a) Each Occurrence \$2,000,000
- b) General Aggregate \$5,000,000

If such insurance is written on claims-made form, following termination of this Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

- 3. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

4. Worker's Compensation and Employers Liability Insurance in a form and amount covering AFFILIATE'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however that the coverage required under this Section A. (1), (2), (3) shall not in any way limit the liability of AFFILIATE. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverage.

B. UNIVERSITY at its sole cost and expense, shall self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. General Liability Self-Insurance Program with limits as follows:
 

a) Each Occurrence	\$2,000,000
b) General Aggregate	\$5,000,000
2. Professional Medical Liability Self-insurance with limits as follows:
 

a) Each Occurrence	\$2,000,000
b) General Aggregate	\$5,000,000

If such insurance is written on a claims-made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Business Automobile Self-insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

4. Worker's Compensation and Employers Liability equivalent Self-Insurance Program covering UNIVERSITY'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Sexual Abuse and Molestation coverage:
  - a. Per occurrence \$5,000,000
  - b. General Aggregate \$5,000,000
6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverage required under this Section B (1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverage.

- a. The foregoing insurance limits and/or requirements as referred to under Section (A) and (B) above shall be subject to changes in or modifications, or coverage, forms and /or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandates, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party or such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period of renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

## IX. REQUIRED NOTICES

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by personal service or registered mail. When served by registered mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

A. Notice to AFFILIATE shall be addressed and mailed as follows:

Jim Sandro  
City Manger  
City of La Habra Child Development  
215 N. Euclid St.  
La Habra, CA 90633

B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Iliana Molina, M.B.A.  
Pediatric Vision Director,  
Department of Ophthalmology  
Gavin Herbert Eye Institute  
University of California, Irvine  
850 Health Sciences Road  
Irvine, CA 92697-3959

With a copy to the following:

Rebecca Brusueas-James  
Associate Dean of  
Administration & Finance  
School of Medicine  
University of California, Irvine  
101 The City Dr.  
Bldg. 54 Suite 574

Julie Ann Hernandez  
Director, Risk & Regulatory  
Affairs  
UC Irvine Health  
101 The City Dr., Rte. 153  
Orange, CA 92868

Iliana Molina  
Gavin Herbert Eye Institute  
University of California, Irvine  
850 Health Sciences Road  
Irvine, CA 92697-3959

**X. ENTIRE AGREEMENT**

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provision waived, only by a writing signed by the parties.

**XI. AMENDMENTS**

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

**XII. USE OF PARTIES' NAME**

- A. UNIVERSITY shall not publish or use, without AFFILIATE'S prior written consent, language, pictures or symbols, from which AFFILIATE'S name may be reasonably inferred or implied in any advertising, promotion or other publicity matter relating directly or indirectly to this agreement. UNIVERSITY shall have the right to acknowledge AFFILIATE'S support of the research performed under this Agreement in scientific publication and other scientific communications.
- B. AFFILIATE shall not publish or use, without UNIVERSITY'S prior written consent, UNIVERSITY'S name or language, pictures or symbols, from which UNIVERSITY'S name may be reasonably or indirectly inferred or implied in any advertising, promotion or other publicity matter relating to this Agreement. The provisions of the State of California, Education Code, Title 3, 92000 apply.

**XII. INDEPENDENT CONTRACTOR STATUS**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this

Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

#### **XIV. RESPONSIBILITY FOR OWN ACTS**

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

#### **XIII. AUTHORIZATION WARRANTY**

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

#### **XIVI. COOPERATION IN DISPOSITION OF CLAIMS**

- A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims, Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third

parties arising from services performed under this Agreement, and making witnesses available.

- B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

AFFILIATE

THE REGENTS OF THE UNIVERSITY  
CALIFORNIA

\_\_\_\_\_  
Name

\_\_\_\_\_  
Donny Won Suh, MD  
Professor of Ophthalmology  
Director of the Pediatric Vision Project

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID # (Required Field)

\_\_\_\_\_  
Michael J. Stamos, MD  
Dean of the School of Medicine

\_\_\_\_\_  
Date

