

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 David Geffen School of Medicine at UCLA, Department of Pediatrics, Division of Child Health Policy (hereinafter referred to as “UCLA”) and City of Long Beach, a municipal corporation (hereinafter referred to as “Client”), and sets forth the terms and conditions under which UCLA will provide professional services to the Client.

RECITALS

A. Client is a municipal corporation with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802.

B. UCLA employs or otherwise contracts with individuals (“UCLA Staff”) who are qualified and experienced in providing the professional services described in **Exhibit A** (the “Services”) which involve gathering information from kindergarten parents and caregivers on children’s early development using a Child Health Experiences Questionnaire (CHEQ);

C. Client has determined that it is in Client’s best interests to contract with an entity such as UCLA to work with the Long Beach Unified School District (LBUSD) to provide the Services as part of the Client’s Long Beach Recovery Act program that utilizes federal ARPA funds among other funding sources to support a healthy and safe community;

D. UCLA has a Data Use Agreement with LBUSD for the Early Development Instrument (EDI) Project (Agreement No. 2021-0295-00) to collect student information from kindergarten teachers in order to develop programs and services for students, which Agreement will be amended to include LBUSD’s participation in the CHEQ;

E. UCLA desires to provide those Services to Client as set forth in this Agreement, which includes providing the CHEQ data to Client with LBUSD’s assistance.

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 Services, as further identified on **Exhibit A**, at the times and locations identified.

1.2 **Deliverables**. UCLA shall provide any deliverables, such as reports, as agreed to by the parties, and as set forth in **Exhibit A**. The parties agree that UCLA shall not be responsible for transmitting the information in the reports to anyone other than the individuals identified in **Exhibit A**.

1.3 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 Facilities. Client shall provide sufficient space, if applicable, for UCLA Staff to perform the Services, and any other resources as identified on Exhibit A.

3. COMPENSATION AND BILLING

3.1 Invoices. UCLA shall submit invoices by mail or email for the Services provided hereunder to Client to the following name and address:

City of Long Beach Department of Health & Human Services
2525 Grand Avenue, Long Beach, CA 90815
HE-ACCTSPAY@LONGBEACH.GOV
(562) 570-4000

3.2 Compensation to UCLA. Client shall pay UCLA for the Services provided in accordance with the rates and fee schedule set forth in Exhibit A. All payments to UCLA shall be made to "The Regents of the University of California" and mailed to:

UCLA Cashiering Dept.
Box 957451, 757 Westwood Plaza, Ste. 1119
Los Angeles, CA 90095-7451

Client shall pay UCLA within thirty (30) days of the date of the invoice sent to Client by UCLA. Client agrees to pay UCLA a one percent (1%) service charge per month for any payments that are not made within thirty (30) days.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall begin on the date of execution of this Agreement by Client and end on May 31, 2023, unless terminated as set forth hereunder.

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

4.3 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. If Client is more than sixty (60) days delinquent in payments due under this Agreement, UCLA may terminate the Agreement under this section by giving ten (10) days notice. Client will be responsible for any costs and legal fees resulting from any collection on the account.

4.4 Payment and Performance Upon Termination. In the event of termination under this section, City shall pay UCLA for services satisfactorily performed and costs incurred up to the effective date of termination for which ULCA has not been previously paid; or in the alternative, UCLA will return any disbursed funds to Client for services UCLA has not performed up until the effective date of termination. Within five (5) working days of the effective date of termination, UCLA shall deliver to Client all deliverables developed or accumulated in the performance of this Agreement, whether in draft or final form.

5. COMPLIANCE AND LIABILITY

5.1 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.

5.2 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.

6. STATUS OF THE PARTIES

6.1 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.

6.2 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.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification by Client. Client shall defend, indemnify and hold UCLA and Offord Centre for Child Studies (OCCS) at McMaster University, and their 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.

7.2 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.

7.3 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

8. USE OF NAME

8.1 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.

9. GENERAL

9.1 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.

9.2 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.

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

9.4 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.

9.5 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.

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

If to UCLA: Lindsay Herman

Chief Administrative Officer
David Geffen School of Medicine at UCLA
Department of Pediatrics
22-412A MDCC
10833 LeConte Avenue
Los Angeles, CA 90095-1752

If to Client: Alejandra Albarran Moses, PhD
Dept. of Health & Human Services ECE Coordinator
City of Long Beach
2525 Grand Avenue, Long Beach, CA 90815

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

9.9 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.

9.10 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.

9.11 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

CLIENT

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

**CITY OF LONG BEACH,
a municipal corporation**

By: _____

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By: _____

Linda J. Iatun

Title: _____

Title: _____

ASST CITY MANAGER

Date: _____

Date: 10-18-2022

This Agreement is approved as to form on October 17, 2022

CHARLES PARKIN, City Attorney

By: _____

Marsha M. Yasuda
Marsha M. Yasuda, Deputy City Attorney

If to UCLA: Lindsay Herman
Chief Administrative Officer
David Geffen School of Medicine at UCLA
Department of Pediatrics
22-412A MDCC
10833 LeConte Avenue
Los Angeles, CA 90095-1752

If to Client: Alejandra Albarran Moses, PhD
Dept. of Health & Human Services ECE Coordinator
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2525 Grand Avenue
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UCLA

CLIENT

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

**CITY OF LONG BEACH,
a municipal corporation**

DocuSigned by:
By: Eve M. Glasier
3C17402B13324E3...

By: _____

Title: President Faculty Practice Group, UCLA Health

Title: _____

Date: 17-Oct-2022 | 13:27 PDT

Date: _____

EXHIBIT A

Professional Services Provided by UCLA for the Implementation of the Child Health Experiences Questionnaire (CHEQ)

1. Overview of Services Provided by UCLA

The Child Health Experiences Questionnaire (CHEQ) is a survey completed by parents and caregivers at the start of the Kindergarten school year that can be linked to the Early Development Instrument (EDI) completed by kindergarten teachers in the same year. The CHEQ helps teachers, school administrators and community partners to provide and improve targeted supports for children and families. The CHEQ is used to: Develop district-wide and community programs and policies; Improve classroom planning and school programming; and Better understand the early experiences of children and families to support surveillance and community mobilization efforts. The CHEQ includes questions about children's experiences prior to Kindergarten, such as their interactions with others, activities at home and in the community, and access to and use of community resources and services.

UCLA runs the CHEQ national support network for local communities participating in the CHEQ by providing the technical assistance, training materials, online software and the data analytics and data visualization.

2. Staff & Location

All UCLA staff members associated with these services are located in the UCLA Center for Healthier Children, Families and Communities at 10960 Wilshire Blvd. Suite 960, Los Angeles, CA 90024. The Project Director is Lisa Stanley, DrPH, Phone: 310.794.7247, LisaStanley@mednet.ucla.edu.

3. Client Resources Provided

UCLA will notify the Client if it requires any space or equipment for this project. No space or equipment is required by the Client at the time of signing. There are certain local activities that the client is responsible for. These are for the Client to:

- a) Designate a local CHEQ Coordinator to serve as the lead contact for UCLA and to carry out or coordinate the activities listed below in this section.
- b) Answer questions from local stakeholders including teachers and parent/caregivers, and disseminate reports to the appropriate parties at the completion of data collection.
- c) Facilitate the transfer of project goals, requirements and timelines for CHEQ data collection to key stakeholders.
- d) Use the most recent and standardized materials provided by UCLA prior to administration of the CHEQ.
- e) Ensure that the Parent Email Rosters are provided to UCLA at least two weeks prior to when parents/caregivers begin completing CHEQ surveys.
- f) Provide customizations, as needed and appropriate, to UCLA's standard parent correspondence that is used in the online survey platform, at least one week prior to when parents/caregivers begin completing CHEQ online surveys.
- g) Coordinate and provide technical support to ensure all families have equal access to the survey, accommodating needs as identified by district/school/Lead Educational Agency (LEA) staff.

- h) Convene local stakeholders for the UCLA mapping technical assistance calls and make local decisions to delineate geographic boundaries for mapping, if applicable.

4. Rates and Fee Schedule

The fees are based on a flat rate of \$40,000 for one annual round of the Child Health Experiences (CHEQ) survey for school year 2022-2023. Table 1 below describes UCLA’s specific scope of activities, deliverables and the timeline for the deliverables. The payment schedule is to be twice in the contract year with 40% to be paid by the Client one month from the date of execution of this Service Agreement and the balance to be paid upon completion of all deliverables

Table 1: UCLA CHEQ Scope of Activities, Deliverables and Timeline

Parent Survey Activity/Deliverable	Timeline
1. Train the local CHEQ Facilitators via phone and webinar with Client and its local partners to assist with parent and caregiver support and data collection. This includes the provision of all needed background materials, guidebooks, tools, and support for accessing the online survey through Qualtrics	From contract execution through September 2022
2. Clean and upload Parent Email Roster from each Lead Educational Agency (LEA) into Qualtrics to create secure, password-protected, individual survey links to be sent to parents and caregivers who opt to participate	August 2022 to October 2022
3. Provide individual and classroom/teacher-level summary reports to CHEQ Facilitator to distribute to Long Beach Unified School District’s personnel CHEQ reports will not contain any data subject to the Privacy Act, the Family Educational Rights and Privacy Act (FERPA) and/or the Health Insurance Portability and Accountability Act (HIPAA).	December 2022 to February 2022
4. Provide other CHEQ Reports to the Client <ul style="list-style-type: none"> 1. Communitywide Snapshot 2. District Snapshot 3. Creation of 4 CHEQ maps 4. Enhanced analysis of CHEQ and EDI linked 	January 2022 to May 2023

Parent Survey Activity/Deliverable	Timeline
CHEQ reports will not contain any data subject to the Privacy Act, FERPA and/or HIPAA.	
5. Provide technical assistance	Ongoing

EXHIBIT B

I. CLIENT INSURANCE

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

1. Commercial General Liability Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence.

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

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.