36544

AGREEMENT NO. 20231207

This Agreement is entered into this 3rd of March 2023, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of its Los Angeles Campus, hereinafter called "University," and the CITY OF LONG BEACH, a municipal corporation, hereinafter called "Sponsor."

1.   Statement of Work

Work under this Agreement will be performed by the University on a best effort basis in accordance with the statement of work attached as Exhibit A hereof ("Project").

2.   Deliverables

A final technical report to Sponsor upon conclusion of work performed hereunder will be the only deliverable under this Agreement unless additional deliverables are set forth in Exhibit A hereof.

3.   Performance Period

Work under this Agreement will be performed during the period of January 1, 2023 through October 31, 2024.

4.   Cost to Sponsor

The cost to Sponsor for University's performance hereunder will be $198,752.

5.   Payment

Payments will be made to University by Sponsor in accordance with Exhibit A hereof. Checks will be made payable to The Regents of the University of California, reference Agreement No. 20231207, and will be sent to:

	Administrative Main Cashier Office Box 951432, 1125 Murphy Hall 405 Hilgard Avenue Los Angeles, CA 90095-9000

6.   Principal Investigator

University's performance hereunder will be under the direction of Ninez Ponce, Principal Investigator. In the event that the Principal Investigator becomes unable or unwilling to continue work under this Agreement and an alternate Principal Investigator is not agreeable

to Sponsor, Sponsor will have the option to terminate this Agreement in accordance with Article 17 hereof. The Principal Investigator shall coordinate its performance with Sponsor's representative. University shall advise and inform Sponsor's representative of the work in progress on the Project in sufficient detail so as to assist Sponsor's representative in making presentations and in holding meetings on the Project.

7. Independent Contractor

In performing its services, University is and shall act as an independent contractor and not an employee, representative or agent of the Sponsor. University shall have control of University's work and the manner in which it is performed. University shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that University acts in accordance with Article 8 and Article 11 of this Agreement. University acknowledges and agrees that (a) Sponsor will not withhold taxes of any kind from University's compensation; (b) Sponsor will not secure workers' compensation or pay unemployment insurance to, for or on University's behalf; and (c) Sponsor will not provide and University is not entitled to any of the usual and customary rights, benefits or privileges of Sponsor's employees. University expressly certifies that neither University nor any of University's employees or agents shall represent themselves to be employees or agents of Sponsor.

8. Rights in Data

University will have the right to copyright, publish, disclose, disseminate, and use, in whole and in part, any data and information developed or received by University under this Agreement that is not subject to the Confidentiality obligations of Article 11 hereof. Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder. It is agreed, however, that under no circumstances will Sponsor state or imply in any publication or other published announcement that University has tested or approved any product.

9. Supplies and Equipment

In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment will vest in University. University shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of University's obligations under this Agreement unless otherwise stated herein.

10. Copyright

Copyright in works, including computer software, created or fixed in a tangible medium of expression by University under this Agreement will vest in University. At Sponsor's request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in a separate writing.

11. Confidentiality

During the course of this Agreement, Sponsor may provide University with certain information or material, including oral disclosure of information, which will be reduced to writing within thirty (30) days, which Sponsor has marked as "Confidential." Except as required by law, University will receive and hold such information in confidence and agrees to use reasonable effort to prevent its disclosure to third parties. This obligation will continue in effect for three (3) years after expiration or termination of the Agreement.

University will not consider information disclosed to it by Sponsor as confidential which: (1) is now public knowledge or subsequently becomes such through no breach of this Agreement; (2) is rightfully in University's possession prior to Sponsor's disclosure as shown by written records: (3) is rightfully disclosed to University by a third party; or (4) is independently developed by or for University without reliance upon confidential information received from Sponsor.

Sponsor acknowledges that University, as a public educational institution, does not have financial resources to sustain liability for disclosure of confidential information and cannot guarantee confidentiality.

12. Insurance.
University is self-insured as evidenced by University of California Proof of Self-Insurance Coverage (available at: https://www.ucop.edu/risk-services-insurance/_files/certificate-of-insurance/uc-certificate-of-insurance-2022.pdf) and University certifies that such self-insurance provides necessary and adequate coverage for the performance of the scope of work under this Agreement.

13. Conflict of Interest.
University represents to the best of its knowledge that it has no business, professional, or other interest, including but not limited to the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any actual or potential conflict of interest arises during the term of this Agreement and is not cured within thirty (30) days, University shall notify Sponsor immediately in writing of such conflict if in the reasonable judgment of University such conflict poses a material conflict with its obligations under this Agreement.

14. Publication

University will have the right, at its discretion, to release information or to publish any material resulting from its performance hereunder. University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication.

15. Applicable Law

This Agreement will be governed by the laws of the State of California.

16. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the following address:

University: The Regents of the University of California
Office of Contract and Grant Administration
10889 Wilshire Boulevard, Suite 700
Los Angeles, California 90095-1406

        Attention: Julia Zhu
                 Assistant Director

                 jzhu@research.ucla.edu

Sponsor: City of Long Beach
411 West Ocean Boulevard
Long Beach, CA 90802

        Attention: City Manager

17. Termination

Either University or Sponsor may terminate this Agreement by giving thirty (30) days written notice to the other. In the event of such termination, University will cease further obligation of project funds and will take all reasonable steps to cancel and otherwise minimize termination costs. Sponsor will pay University actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

18. Publicity

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.

19. Indemnification

University will indemnify, defend and hold harmless Sponsor, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its trustees, officers, agents or employees.

Sponsor will indemnify, defend and hold harmless University, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its directors, officers, agents or employees.

20. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

21. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates. Such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

22. Amendments

This document constitutes the entire agreement between parties and may be modified or amended only by written agreement signed by both parties.

AGREEMENT NO. 20231207

CITY OF LONG BEACH

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: _Linda F. Tatum_
    (Signature)

By: _Julia Zhu_
    (Signature)

By: _LINDA F. TATUM_

By: Julia Zhu

Title: _ASST CITY MANAGER_

Title: Assistant Director

Date: _3/15/2023_

Date: 3/9/2023

APPROVED AS TO FORM
March 14 , 20 23
DAWN MCINTOSH, City Attorney

By _____
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Exhibit A
Long Beach City Public Health Department
University of California, Los Angeles, Center for Health Policy Research
California Health Interview Survey (CHIS) Long Beach City Oversample

A. BACKGROUND

Staff from the City of Long Beach by and through its Department of Health and Human Services are contracting with staff at the University of California Los Angeles (UCLA), Center for Health Policy Research (CHPR) to use the California Health Interview Survey (CHIS) to produce estimates for a variety of indicators to assist their city in monitoring issues connected to various health needs in their communities. To improve the reliability of the estimates that would be produced from the base CHIS sample in 2023, and to be able to produce direct estimates for residents of Long Beach City and possibly targeted sub-groups, this agreement funds UCLA to increase the CHIS sample within Long Beach City.

B. SCOPE OF WORK

1. Task: Conduct targeted oversampling in the 2023 CHIS

1.1 UCLA CHIS staff shall improve the reliability of the estimates that would be produced from the base CHIS sample, by conducting an oversample to increase the total CHIS sample of 500 from the base 2023 CHIS sample of approximately 200 interviews to an expanded total of 750 interviews, to improve the statistical reliability of estimates produced for the following geographic areas below.

> Geographic areas: zip codes – 90802, 90803, 90804, 90805, 90806, 90807, 90808, 90810, 90813, 90814, and 90815

1.2 UCLA CHIS staff shall ensure that the targeted oversampling will receive appropriate approval from the California Committee for the Protection of Human Subjects (CPHS) and the UCLA Office of Human Research Protection Program prior to implementation in the 2023 CHIS. CHIS staff will provide copies of IRB approvals to Long Beach City.

1.3 UCLA CHIS Staff shall provide the City of Long Beach with a mid-year progress report to share progress in implementing the targeted oversampling for the geographic areas as detailed in the table above during 2023 CHIS production.

1.4 UCLA CHIS Staff shall provide the City of Long Beach with an end-year progress report to share progress in implementing the targeted oversampling for the geographic areas as detailed in the table above during 2023 CHIS production.

2. Task: Provide data to Long Beach City Public Health Department

2.1 CHIS 2023 data for Long Beach City (including base CHIS sample and the oversample collected under this agreement will be included in a confidential Funder Files provided to Long Beach City Public Health Department, via SFTP file transfer. The 2023 CHIS data will be released by October 2024.

2.2 Data collected under this agreement will be included in the restricted files in the secure Data Access Center (DAC), located in the CHPR. The DAC provides researchers with remote

access to confidential data files in a secure, controlled environment that protects the confidentiality of respondents.

2.3 Local Health Department files created from previously collected CHIS data from 2015-2022 for Long Beach City will also be provided to Long Beach City Public Health Department via SFTP file transfer.

2.4 Data files provided to Long Beach City Public Health Department for tasks 2.1 and 2.3 shall be delivered, stored, utilized, and protected according to the requirements in the attached Attachment 1 Data Use Agreement, Attachment 2 Data Custodian Agreement, and Attachment 3 End User Requirements for Access to SFTP Server.

C. PERFORMANCE STANDARDS

1. Quality of all deliverables (complete, clean, and final weighted data sets)
2. Timely receipt of all data files and reports
3. Vendor provides customer service in accordance with professional business etiquette

Performance will be measured by a review of completed work products and timely delivery of project deliverables as outlined in the scope of work. Contractor will grant electronic access to final deliverables to the Data Custodian (as detailed under Task B.2).

D. PAYMENT TERMS

1. Contractor will submit invoices upon completion of each task listed in the payment schedule below.
2. Invoices must be submitted to the City on Contractor's letterhead or on a format approved by the City and must align with the schedule below. Last invoice is due within 30 days of the contract end date. Contractor shall submit invoice via email to the designated person below:
3. Payment is contingent upon satisfactory performance of the tasks described above and all other terms and conditions in this Agreement.

E. PAYMENT SCHEDULE

Task No.	Description	Estimated Completion Date	Payment Amount
1	Conduct targeted oversampling in the 2022 & 2023 CHIS		

Task No.	Description	Estimated Completion Date	Payment Amount
1.3	- 2023 Mid-period Progress Report	July 30, 2023	$77,626
	-		
1.4	- 2023 Year-end Progress Report	December 21, 2023	$77,626
2	Provide data to Long Beach City Public Health Department		
	-		
2.4	- Delivery of 2023 CHIS data files	October 31, 2024	$43,500