

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 **Harlem Consolidated School District 122** (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 the owner and operator of **Harlem Consolidated School District 122** located **8605 N Second St.; Machesney Park, IL 61115**

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”).

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.

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**.

2.2 **EDI Agreement.** Client shall agree to the requirements of using the EDI as outlined in **Exhibit B: EDI License Agreement** to ensure the Client adheres to the requirements

of: 1) Ethical conduct for research subjects as outlined in the approved application for the EDI project through UCLA's Office of the Human Research Protection Program (OHRPP); and 2) The licensing conditions between UCLA and the EDI Publisher at the Offord Centre for Child Studies (OCCS) at McMaster University as outlined below.

3. COMPENSATION AND BILLING

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

Harlem Consolidated School District 122
8605 N Second St; Machesney Park, IL. 61115

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 be for a one-year period beginning with the date of execution of this Agreement, 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.

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, 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.

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 C**, 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 This section intentionally omitted.

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.

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

If to UCLA: 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: Joshua Aurand
Harlem Consolidated School District 122
Machesney Park IL 61115

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

9.8 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.

9.9 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.

9.10 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

CLIENT

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

Harlem Consolidated School District 122

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Professional Services Provided by UCLA for the Implementation of the Early Development Instrument (EDI)

1. Overview of Services Provided by UCLA

The University of California Los Angeles, Center for Healthier Children, Families and Communities is licensed by the Canadian Publishers of the Early Development Instrument (EDI) at McMaster University, Offord Centre for Child Studies to sublicense the EDI and provide technical support to organizations in the United States.

The EDI provides a measure of children's health, development and kindergarten readiness at the community level. It is designed as a population surveillance tool to inform policies, resource allocation, and community level strategies to improve conditions for young children. It is not an assessment designed to inform instruction for an individual child. The EDI measures five areas, or domains, of early childhood development: Physical health and well-being; Social competence; Emotional maturity; Language and cognitive skills; and Communication skills and general knowledge. The EDI is helpful in both describing how children are developing, as well as, in predicting health, education, and social outcomes. EDI data can help track and guide community efforts to help children reach school healthy and ready to learn.

UCLA runs the EDI national support network for local communities participating in the EDI by providing the technical assistance, licensed tools and training materials, online EDI software and the data analytics and data visualization. UCLA also facilitates a shared learning network for the more than 50 local communities that have participated in the EDI effort nationally.

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

The Client is not requested to provide to UCLA any space or equipment for this project. There are certain local activities that the client is responsible for. These are for the Client to:

- Facilitate the transfer of project goals and requirements from UCLA and Client staff to local stakeholders and school district leadership within each participating site.
- Ensure that the school district/s or other Local Education Agencies (LEAs), are aware of the process, requirements and timeline for EDI data collection.
- Ensure that the school district/s or other LEAs provide/s to UCLA the Teacher Student rosters at least two weeks prior to when teachers begin completing EDIs.
- Coordinate and ensure completion of teacher trainings locally, using the most recent and standardized training materials provided by UCLA prior to administration of the EDI.
- 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 \$15,000 for one annual round of EDI data collection in school year 2021-2022. Table 1 below describes UCLA’s specific scope of activities, deliverables and the timeline. The payment schedule is to be twice in the contract year with 40% to be paid one month after the date of execution of this Service Agreement with the balance to be paid once all deliverables are complete. The narrative below describes UCLA’s specific scope of activities, deliverables and the timeline. The timeline shown in Table 1 assumes that the Client will collect EDI data by March 31,2022. If data are collected after this date, the Timeline will need to be adjusted accordingly.

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

EDI Activity/Deliverable	Timeline
1. Train the trainer coaching via phone and webinar to Client and its local partners to assist with teacher training and data collection. This includes the provision of all needed background materials, guidebooks, tools, and the online EDI data collection portal	From contract execution to March 2022
2. Clean and upload Teacher-Student Roster from each Lead Educational Agency (LEA) into the EDI Portal to establish teacher user accounts for EDI data collection	March to May 2022
3. Conduct data analysis for EDI collected by teachers and license fees	May to June 2022
4. Mapping Consultation: Phone and webinar consultation with Client to guide local partners through the process of selecting boundaries and indicators for EDI maps	From contract execution to May 2022
5. Mapping: Data Preparation - Development of shape files, as needed - Geocoding records - Preparing other census and other related indicators for maps	From contract execution to May 2022
6. Creation of the EDI map book (pdf) [OR WEB PAGE]. Each map book consists of a core set of 9 standard maps** with the client’s option to add up to 8 additional customized indicator and asset maps as agreed upon with UCLA during the mapping consultation process (provided the source data is either readily available at the appropriate level of aggregation to UCLA on public access sites or provided to UCLA by a local partner).	July 2022
7. Excel Table Book and Reference Guide. Table book contains comprehensive set of aggregated descriptive statistics organized by separate tabs. Reports on distribution by neighborhood of EDI participation rates, EDI results by domain and subdomain and descriptive statistics on key demographic variables.	July 2022
8. EDI Summary Report (Snapshot)	July 2022
9. Child level data file (scored and de-identified)	July 2022
10. EDI School Reports	July 2022
11. Change Over Time Analysis	October 2022
12: EDI by Race and Income Sub-Analysis	October 2022
13. EDI by English Learner Status	October 2022

EDI Activity/Deliverable	Timeline
11. Membership in the National TECCS Learning Exchange including conference calls, webinars, TECCS.net materials and access to discussion forums on Groupsite	On-going

Timeline

UCLA provides EDI reports back to communities according to the 3-track timeline shown below. Based on when a community completes its EDI data collection, the table identifies which track they are in and when a community can expect to receive its EDI reports/maps from UCLA. As the table shows, communities in track 1 receive reports in May, in track 2 in July and track 3 in September.

Table 2. Three-Track Timeline for EDI Data Collection and Reporting

Track	Data collection period	Receipt of EDI results from UCLA (report and maps)
1	Completed by 1/31/22	5/1/22
2	Completed by 3/31/22	7/1/22
3	Completed by 5/31/22	9/1/22

** Core Set of 9 Standard Maps

Map 1 - Children Vulnerable on One or More Developmental Domains

Map 2 - Children Vulnerable in the Physical Health and Well-being Domain

Map 3 - Children Vulnerable in the Social Competence Domain

Map 4 - Children Vulnerable in the Emotional Maturity Domain

Map 5 - Children Vulnerable in the Language and Cognitive Development Domain

Map 6 - Children Vulnerable in the Communication Skills and General Knowledge Domain

Map 7 - Proportion of Vulnerabilities by Domain

Map 8 - Neighborhood Risk Index

Map 9 - Children Vulnerable on One or More Developmental Domains versus Neighborhood Risk Index

Exhibit B: EDI Agreement

Date: [INSERT DATE]

To: UCLA Center for Healthier Children, Families and Communities

From: Harlem Consolidated School District 122

Subject: EDI Agreement: Compliance with the UCLA requirements for the protection of human research subjects and the publisher's license for the Early Development Instrument (EDI) project

The Harlem Consolidated School District 122, (hereinafter referred to as "Licensed EDI Recipient"), is participating in the Early Development Instrument (EDI) Project, a teacher-completed, observational checklist on children's development that produces a community level measure of children's school readiness.

This letter assures that the Licensed EDI Recipient will comply with the requirements of ethical conduct for research subjects as outlined in the approved application for the TECCS project through UCLA's Office of the Human Research Protection Program (OHRPP).

This letter also assures that the Licensed EDI Recipient agrees to the licensing conditions between UCLA and the EDI Publisher at the Offord Centre for Child Studies (OCCS) at McMaster University as outlined below.

The Licensed EDI Recipient agrees:

1. That OCCS at McMaster is the owner of the EDI and the use of the EDI is made under the license that McMaster has provided to UCLA Center for Healthier Children, Families and Communities;
2. To properly acknowledge OCCS at McMaster and the original authors of the EDI in any reproduction of the EDI or materials relating to the EDI;
3. To not reproduce, modify, publish, distribute or otherwise deal with the EDI beyond the scope of the project for which it is licensed;

4. That the Licensed EDI Recipient is responsible for ensuring compliance with privacy legislation and all other applicable laws and regulations;
5. That, if for any reason the Agreement between OCCS at McMaster and UCLA is terminated, then the Agreement between UCLA and the local Licensed EDI Recipient will also be terminated;
6. That all EDI data collection is conducted no sooner than three (3) months and no later than eight (8) months after the beginning of a collection site's school year. For example, if school starts on September 15th then the earliest that data can be collected is December 15th and the latest that it can be collected is May 15th. If data is collected before or after the Collection Period, it will be noted as pilot data and will not be comparable to other country-based norms;
7. That training is provided locally to teachers involved in EDI data collection;
8. That EDI-related data does not include children's names, it will not be interpreted for individual students and it will not be used for diagnosis or identification. The EDI information will not become part of the child's student record;
9. In all analyses using individual level data, the data will only be reported at the group level;
10. If neighborhood level reports are produced, only neighborhoods with at least 10 EDI records will be reported. Those with less than 10 will be suppressed.
11. That individual data may only be used for research purposes if appropriate ethics approval is obtained;
12. If requested by the Licensed EDI Recipient, UCLA will provide the Licensed EDI Recipient with aggregate data for their site free of any additional charges beyond those associated with the staff time needed for data file preparation and analysis to generate the Community Profile Report or other reports requested;
13. Data will not be reported at the individual child, class or teacher level. School data will only be reported in schools with more than one participating class. The Licensed EDI Recipient ensures that school level information will be provided exclusively to participating school administrators. It is at the School District's discretion with whom the school level reports will be shared;
14. That the data files will be kept in a secure, password-protected location at the UCLA Center for Healthier Children, Families and Communities;
15. If any individual student data is linked with other data sources, any analysis conducted will be done in a secure and confidential manner that ensures that the identities of individual respondents and children are protected;
16. UCLA will provide to the OCCS at McMaster by October 31st of each year copies of all EDI data collected in the United States, other than any data which includes personal information or renders such data personally identifiable, collected by UCLA or by any Third Party to which UCLA provides the EDI, collected within the previous year from September 1st to August 31st. These data will be de-identified in that they will be stripped of the identifying information in the EDI (student ID, date of birth and home address) but must include child's age, gender and geographic identifier (no

smaller than a census block group). The OCCS at McMaster maintains the international EDI repository for analysis and research involving only high levels of aggregation. UCLA will not share these data with any other party without the prior consent of the UCLA IRB;

17. Upon request, UCLA will provide to the Licensed EDI Recipient (which has demonstrated the capacity to keep the data confidential and secure in accordance with applicable privacy laws and regulations), its EDI data file (that is de-identified, scored and at the individual child level), free of additional charges. Upon receipt of this data file from UCLA, the Licensed EDI Recipient will adhere to all conditions of use outlined in this Agreement. UCLA will not provide the de-identified data to any other party (except the Licensed EDI Recipients and the OCCS) without the prior consent of the UCLA IRB;
18. The Licensed EDI Recipient can have staff internal to its organization use the local EDI data file (referenced in clause 17) to create a local community profile of the EDI results using templates provided by UCLA. This might also include more customized data analyses such as looking at relationships between variables of interest and other higher forms of analysis. All analyses using individual level data can only be reported at a group level and must adhere to all conditions of this EDI Agreement.
19. If the Licensed EDI Recipient wishes to share any child level data from its local EDI data file with a Third Party (such as a researcher or contracted data partner), it must first obtain from the Third Party:
 1. A signed non-disclosure EDI Agreement (template provided by UCLA) that is consistent with all the conditions of this EDI Agreement;
 2. A description of the specific research project;
 3. A justifiable rationale for why the individual level data is needed (instead of aggregated data);
 4. A description of the data use AND security procedures; and
 5. Proof that ethics approval from a qualified authority has been received in cases where the data will be used for research.
20. To the extent permitted by applicable law, each party shall indemnify, defend and hold harmless **Harlem Consolidated School District 122** UCLA and OCCS at McMaster, and their respective directors, officers, employees, agents and affiliates from and against any liability, loss, costs, damages or expenses of any kind (including, but not limited to, reasonable legal, expert and consultant fees) causes of action, actions, claims, demands, lawsuits or other proceedings, but only in proportion to and to the extent that the forgoing claims arise directly or indirectly from the indemnifying party's use of the Licensed Works; and
21. This Agreement is effective for one annual round of EDI data collection.

EXHIBIT C

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 **Illinois** 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.