



**CONTRACT NO. MA-042-22011346**

**FOR**

**DIGITAL MEDIA MARKETING CAMPAIGN  
PROFESSIONAL SERVICES**

**BETWEEN**

**COUNTY OF ORANGE  
(HEALTH CARE AGENCY)**

**AND**

**AEG GLOBAL PARTNERSHIPS, LLC**

**CONTRACT NO. MA-042-22011346**

FOR

**DIGITAL MEDIA MARKETING CAMPAIGN PROFESSIONAL SERVICES**

This Contract Number MA-042-22011346 ("Contract") is made and entered into this 1<sup>ST</sup> day of July, 2022 ("Effective Date") between **AEG Global Partnerships, LLC** ("Contractor"), with a place of business at 800 W Olympic Blvd., Ste 305, Los Angeles CA 90015-1366, and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract and constitute a part of this Contract:

Attachment A – Scope of Work

Attachment B – Compensation and Invoicing

**RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for Digital Media Marketing Campaign Professional Services under a firm fixed fee Contract; and

**WHEREAS**, Contractor agrees to provide Digital Media Marketing Campaign Professional Services to County as further set forth in the Scope of Work, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Invoicing, attached hereto as Attachment B; and

**WHEREAS**, County of Orange Board of Supervisors has authorized the County Procurement Officer or designee to enter into a contract with Contractor for obtaining said services; and

**NOW, THEREFORE**, the Parties, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, the price stated in Attachment B does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor. Notwithstanding the foregoing, County acknowledges that sales tax is not applicable to the services provided pursuant to this Contract.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County pursuant to Paragraph F. Acceptance Payment.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance pursuant to Attachment B, Compensation and Invoicing.
- G. **Warranty:** Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees, as more fully described in

Paragraph Y, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Except with respect to the County Content, Survey, Websites and Account (each as defined in the Statement of Work) and unless otherwise expressly provided in this Contract, Contractor is solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph Y, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses and attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express prior written consent of County; provided that Contractor may assign this contract by operation of law in connection with a sale, merger, or similar change of control of Contractor without the prior written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County is invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- L. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- M. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking reasonable steps and precautions to perform the work to County's reasonable satisfaction. Contractor is responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and

maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

**N. Insurance Requirements:**

Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this

Contract, County may terminate this Contract pursuant to Paragraph 19, Termination.

### Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

### Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.



The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract pursuant to Paragraph 19, Termination.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the department address listed in Paragraph 17, Notices.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the department purchasing division, County may terminate this Contract pursuant to Paragraph 19 Termination.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- O. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's express prior written consent.
- P. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract (if such consent is required by the terms hereof), the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of County.

In addition, Contractor must notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor also must notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor must provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor also must provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation applies to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- Q. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within five (5) business days of the start of the delay and Contractor avails itself of any reasonably available remedies.
- R. **Confidentiality:** Each party agrees to maintain the confidentiality of all records and information of the other party pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by each party and each party's staff, agents and employees; provided, however, as stated in Paragraph 25, Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract, may be subject to disclosure by County pursuant to the California Public Records Act, California Government Code Section 6250 et seq. For the avoidance of doubt, Contractor has no obligation to produce documents in response to a Public Records Act request, regardless of source or information sought.
- S. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity, to the extent applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph Y, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- T. **Freight:** Prior to County's express acceptance of delivery of products and services, to the extent delivery is required under this Contract, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.



- U. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- V. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear its own attorney's fees, costs and expenses.
- W. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- X. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County (approval not to be unreasonably withheld), and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Y. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any third party claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract, except the duty to indemnify is limited to the extent directly resulting from County's recklessness or willful misconduct. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

County agrees to indemnify and to hold harmless, but not to defend, Contractor, its affiliates and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, and agents ("Contractor Indemnitees") from third party claims, demands, damages or costs but only to the extent such claims directly result

from (i) the County Content's, Account's, Websites' or Survey's (each as defined in the Statement of Work) actual or threatened infringement, misappropriation, or violation of any intellectual property right or other right of a third party, except to the extent arising from the negligence or willful misconduct of Contractor; (ii) recklessness or willful misconduct by County or anyone acting on behalf of County, or (iii) County's violation of any applicable federal and state privacy and data protection laws and any privacy policies posted in accordance with such law, except in each case to the extent caused by Contractor's negligence or willful misconduct.

- Z. **Audits/Inspections:** Subject to the execution of a non-disclosure agreement on such terms and conditions as are mutually agreed between the parties, Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours and on such dates and times as mutually agreed between the parties (but no more than two dates) to all books, accounts, records, reports, files, supporting documentation, and other papers or property of Contractor solely as are reasonably necessary for the purpose of auditing or inspecting any aspect of performance under this Contract and as may be required by applicable law. The inspection and/or audit will be strictly confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection and the date and time of such audit or inspection will be mutually agreed.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor must maintain such records for possible audit for a minimum of two (2) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor must allow limited and reasonable interviews of any employees or others who might reasonably have information related to such records on such dates and at such times as are mutually agreed between the parties, agreement not to be unreasonably withheld. Further, Contractor must include in each subcontract a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's Project Manager.

- AA. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- BB. **Expenditure Limit:** Contractor shall notify the DPA in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been executed.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which Contractor shall provide Digital Media Marketing Campaign Professional Services to County as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on August 20, 2022 and terminate on June 30, 2025. Each "Contract Year" during the term shall begin on July 1 and end on the following June 30, except the first Contract Year shall begin August 20, 2022 and end on June 30, 2023. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
  - a) Terminate the Contract for cause pursuant to Paragraph 19, Termination;
  - b) If the breach is curable, afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
  - d) Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
6. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall

accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

7. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Los Angeles for a period of two (2) years after final payment is received from County.
8. **Conditions Affecting Work:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.
9. **Data – Title To:** As between County and Contractor, all materials, documents, data or information obtained from County data files or any County medium or furnished to Contractor by or on behalf of County in the performance of this Contract shall at all times remain the property of County. Except as needed to perform under this Contract, such data or information may not be used or copied for direct or indirect use by Contractor without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
10. **Default – Reprocurement Costs:** Intentionally Omitted.
11. **Disputes – Contract:**
  - A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
    1. Contractor shall submit to the DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
    2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
  - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this

Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate the Contract pursuant to Paragraph 19, Termination or otherwise affect or limit either Party's right to seek any remedies available at law or in equity.

12. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or
  2. Contractor violates the certification by failing to carry out the requirements as noted above.
13. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in this Contract shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of



such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.

14. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
15. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

16. **News/Information Release:** Each party agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the other party through the DPA or other authorized representative.



17. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the DPA, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: AEG Global Partnerships, LLC  
 Address: 800 W Olympic Blvd., Ste 305  
 Los Angeles CA 90015-1366  
 Attn: Matt Lawler, Director, Digital Media  
 Phone: 213-763-7771  
 Email: [mlawler@aegworldwide.com](mailto:mlawler@aegworldwide.com)

CC Attn: Heather Alvarenga  
 Phone: 562-841-4766  
 Email: [halvarenga@aegworldwide.com](mailto:halvarenga@aegworldwide.com)

Attn: Legal Department  
 Email: [aeg-corplegal@aegworldwide.com](mailto:aeg-corplegal@aegworldwide.com)

For County HCA/Behavioral Health Services  
 Address: 405 W. 5<sup>th</sup> Street  
 Santa Ana Ca 92701-4134  
 Attn: Sharon Ishikawa  
 Phone: 714-834-6587  
 Email: [sishikawa@ochca.com](mailto:sishikawa@ochca.com)

HCA/Procurement and Contract Services  
 Address: 200 W Santa Ana Blvd. Suite 1000  
 Santa Ana Ca 92701  
 Attn: Roland Tabangin  
 Phone: 714-834-3151  
 Email: [rtabangin@ochca.com](mailto:rtabangin@ochca.com)

18. **Precedence:** The Contract documents consist of this Contract and its Attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the Attachments.
19. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty after sixty (60) calendar days written notice without cause and either party has the right to immediately terminate this Contract

without penalty for cause (subject to the cure period below if the breach is curable), unless otherwise specified. "Cause" shall be defined as any material breach of contract or any misrepresentation or fraud on the part of the breaching party. If a breach is curable, a non-breaching party may provide the breaching party ten (10) calendar days written notice to cure the breach. Exercise by either party of its right to terminate the Contract shall relieve County and Contractor of all further obligation.

After receipt of a termination notice from County, Contractor may submit to County a termination claim. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination and submission of a termination claim, County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract and subject to Paragraphs 3 and 11, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

20. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
21. **Usage Reports:** Intentionally Omitted.
22. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
  - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
  - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
23. **Debarment:** Contractor certifies that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. County has the right to terminate this Contract for cause pursuant to Paragraph 19, Termination, if Contractor is or becomes subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.

24. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
25. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq. For the avoidance of doubt, Contractor has no obligation to produce documents in response to a Public Records Act request, regardless of source or information sought.
26. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
27. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
28. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County; provided that Contractor may subcontract performance of the services to its affiliates. Any attempt by Contractor to subcontract any performance of this Contract except as permitted hereunder without the express written consent of County shall be invalid and shall constitute a breach of this Contract. In the event that Contractor is authorized by County to subcontract if and when required hereunder, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor.
29. **Promotional/Advertisement:** County owns all rights to (a) the name, trademarks, logos and symbols of County, (b) all internet uniform resource locators, (c) all County username or names, and (d) all internet addresses and email addresses owned or controlled by County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
30. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as

necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval, but in all cases must be approved by each of County and Contractor. Notwithstanding the foregoing, County hereby grants to Contractor, and Contractor hereby accepts, a limited, non-exclusive, and royalty-free license to reproduce the performance results of the non-confidential Survey and related campaigns as relates to this Contract (e.g., Survey starts, people reached, actual performance versus Survey completion goals) (collectively, "Works"), and display them in Contractor's physical portfolio or in sales and marketing materials (e.g., "pitch decks"), and to use County IP in connection with such displays to reference the subject of the Works, solely for the purpose of displaying Contractor's professional work to third parties, provided Contractor also provides a duplicate copy of the Works to County to ensure the information so reproduced is an accurate reflection of Contractor's performance.

**31. Privacy and Data Protection:**

(a) County shall post a privacy statement accessible from the Survey hosted on the Account and/or the Website(s) (each as defined in the Scope of Work) that reflects its current data use and privacy practices, complies with applicable laws and regulations, and instructs users how to opt out and exercise any rights in personal data that individuals may have under applicable law. In addition, County will allow users to opt out based on email address from its website or as otherwise required under applicable law. County will comply with all privacy laws and regulations that are applicable to its handling of data. County's Survey, Website(s) and Account shall comply with applicable laws, regulations and self-regulatory guidelines of the DAA, IAB and/or DMA, including the provisions in the DAA Self-Regulatory Principles restricting the merger of personally identifiable information with online behavioral data.

(b) As between Contractor and County, Contractor (or its applicable service providers and/or data owners) owns and retains all right, title and interest (including without limitation all intellectual property rights) in any of its own data, technology, infrastructure, methods or know-how (excluding County Content, the Survey, the Website(s) and the Account) in providing its services (the "Contractor IP").

(c) County owns and retains all right, title and interest (including without limitation all intellectual property rights) in and to County Content (as defined in the Statement of Work), the Survey, the Website(s) and the Account and any updates or modifications to the foregoing and any information derived therefrom, excluding any Contractor IP. County represents and warrants that the County Content, the Survey, the Website(s) and the Account, and the use thereof, will not use or embody or violate or infringe upon any patent, copyright, trademark, trade secret, or other intellectual property, contractual, employment or confidentiality right of a third party that is in force in County's operating jurisdiction.

(SIGNATURE PAGE FOLLOWS)



**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22011346 the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: AEG Global Partnerships, LLC**

Todd Goldstein  
\_\_\_\_\_  
Print Name

Chief Executive Officer  
\_\_\_\_\_  
Title

DocuSigned by:  
*Todd Goldstein*  
\_\_\_\_\_  
310D30F765F9420...  
Signature

6/15/2022  
\_\_\_\_\_  
Date

Rob Reed  
\_\_\_\_\_  
Print Name

Chief Financial Officer  
\_\_\_\_\_  
Title

DocuSigned by:  
*Rob Reed*  
\_\_\_\_\_  
1EDFCC8E83C948B...

6/14/2022  
\_\_\_\_\_  
Date

County of Orange, a political subdivision of the State of California  
Purchasing Agent/Designee Authorized Signature:

\_\_\_\_\_  
Print Name

Deputy Purchasing Agent  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
County of Orange, California

DocuSigned by:  
*Massoud Shamel*  
\_\_\_\_\_  
79055CA571A94F8...  
Signature

6/15/2022  
\_\_\_\_\_  
Date



## ATTACHMENT A

### SCOPE OF WORK

#### A. Contractor's Responsibilities:

1. Contractor shall provide media buying (advertising) services, including audience targeting, for the OC Health Care Agency Community Health Survey via Facebook, Instagram, Google (DV360), and other comparable digital/social platforms (sometimes referred to herein as the "campaign").
2. Contractor shall provide County with artwork and creative services, as needed, in the format designated by and reasonably acceptable to Contractor to deliver advertising services ("County Content"), including:
  - Design and style of content for paid media
  - Inclusion of brand guidelines as part of content strategy
  - One (1) review and revision of concepts and creative with County
  - Copywriting and copy optimization for advertising creative
  - Services to be paid in arrears up to \$50k.
3. Ads shall utilize Contractor's 1st party audience data for targeting and shall be geotargeted to Orange County residents.
4. Ads will click through directly to survey built by County (the "Survey") and housed on OC HCA's Qualtrics account (the "Account") and/or to County's digital wellness resources website (i.e., ocnavigator.org and affiliated webpages on the Chorus Innovation Inc. platform; ochealthinfo.com, etc.; "Websites").
  - Contractor shall have no responsibility for or liability with respect to the operation or administration of the Survey, Account or Websites, or the collection of data associated therewith.
  - Survey, Account and Websites shall be subject to County's privacy policy.
5. The campaign will redirect to one or more health surveys or website URLs provided by County, with surveys in English, Spanish, Vietnamese, Korean, Mandarin, Arabic, Farsi or Khmer.
  - Contractor recommends that each language variance be determined at the beginning of the survey so questions can be changed dynamically (should be handled via Qualtrics).
6. Contractor shall **deliver 28 million impressions annually**, split across Facebook/Instagram and Google; Contractor may adjust the platform split to maximize ad performance.
  - Facebook/Instagram campaign to be run through the OC Health social handles via Facebook Whitelisting:
  - Contractor shall require Facebook whitelisting so that Ad Creative will appear to come from OC Health social handles; This can be accomplished by granting Contractor's media team's FB Business Manager advertising access for the County survey or wellness campaign. No other information or permissions will be granted to Contractor outside of those relating exclusively to the County survey or wellness campaign.
  - Google (DV360) campaign shall be run programmatically through Contractor's network of premium publishers (Rolling Stone, ESPN, Billboard, Vice, etc.) in a manner that is consistent with IAB best practices (high viewability, high brand safety, 0% ad fraud, etc.).
  - Contractor shall work with County to identify strategic ad platforms to add to campaign, after delivery of the first campaign, in fiscal years 2 and 3.

7. Campaign Launch: Ads to launch within three (3) business days of Contractor's receipt of creative from County and/or County's approval of creative from Contractor.
  
8. Campaign Flighting:
  - Contractor shall deliver media up to 6 weeks from launch.
  - Contractor shall provide Campaign & Survey status check-in every 2 weeks.
  - Contractor shall deliver a minimum of two media flights within each contract year
  - Upon mutual agreement of Contractor and County, Contractor may deliver additional flights within a Contract Year to reach the targeted number of annual impressions and/or meet County wellness advertising needs consistent with this Scope of Work.
  
9. Campaign reporting:
  - Contractor shall provide aggregated and anonymized reporting data every 2 weeks regarding overall campaign performance (e.g., impressions and clicks metrics).
  - Contractor shall provide campaign recap at the end of the flight.
  - In no event shall Contractor provide County with, nor will County have a right to receive from Contractor, individualized data or other data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked with a particular data subject (including "personal information" as defined under CCPA and analogous data protection laws).

**Note: County reserves right to reduce quantity or cancel order for items not already in transit.**

**No material adjustments made to the Scope of Work will be authorized without prior written approval of County. Non-material adjustments may be made with the written approval of the DPA.**

## ATTACHMENT B

### COMPENSATION AND INVOICING

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$1,825,000 for the Term of Contract.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

Professional Fee-price per fiscal year:

- Year 1: August 20, 2022 – June 30, 2023 \$550,000
  - Creative (Professional Fee): \$ 50,000
  - Launch and Media Fee: \$500,000
- Year 2: July 1, 2023 – June 30, 2024 \$610,000
  - Creative (Professional Fee): \$ 50,000
  - Launch and Media Fee: \$560,000
- Year 3: July 1, 2024 – June 30, 2025 \$665,000
  - Creative (Professional Fee): \$ 60,000
  - Launch and Media Fee: \$605,000

NOTE: investment escalator accounts for increasing costs to advertise as a result of inflation in the ad industry due to changes in privacy laws and processes by major players like Apple and Google. All pricing is competitive to industry rates.

3. **Price Increase/Decreases:** Except as expressly set forth above, no price increases are permitted during the term of the Contract without the prior written approval of County via an amendment. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) calendar days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices in this Contract are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms:**

**Creative (Professional Fee):** Payment in arrears, thirty (30) calendar days after receipt of an invoice at the end of each contract year in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

**Launch Fee:** Payment of 15% of media fee, paid in advance of launch of campaign flight, thirty (30) calendar days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

**Media Fee:** Payment in arrears net thirty (30) calendar days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

Invoices will be based on campaign costs and delivered monthly until total media fee is paid in full.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **Payment – Invoicing Instructions:** Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a unique number and must include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address
- c. Contractor's Taxpayer ID Number
- d. Name of County Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Department's Account Number, if applicable
- h. Date of Invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Unless otherwise directed in this Contract, invoice and support documentation are to be emailed to [hcaap@ochca.com](mailto:hcaap@ochca.com) OR forwarded to:

Orange County Health Care Agency  
Accounts Payable  
PO Box 689  
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the department representative listed in the Contract.