



CONTRACT NO. MA-042-23011373

FOR

**PROPOSITION 99
PUBLIC OPINION SURVEY SERVICES**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

**CSU FULLERTON AUXILIARY SERVICES
CORPORATION**

CONTRACT NO. MA-042-23011373
FOR
PROPOSITION 99 PUBLIC OPINION SURVEY SERVICES
WITH
CSU FULLERTON AUXILIARY SERVICES CORPORATION

This Contract Number MA-042-23011373 ("Contract"), is made and entered into this 1ST day of July, 2023 ("Effective Date") between CSU Fullerton Auxiliary Services Corporation ("Contractor"), and with a place of business at 1121 N State College Blvd., Fullerton, CA 92831, and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 400 W Civic Center Dr., 3rd Fl. Santa Ana, CA 92701. 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:

Attachment A – Scope of Work

Attachment B – Compensation/Invoicing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Proposition 99 Public Opinion Survey Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Proposition 99 Public Opinion Survey Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, Contractor agrees to accept payment based on the schedule of fees set forth in Compensation/Invoicing, attached hereto as Attachment B; 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, which includes the Attachments, 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 by County's Purchasing Agent or designee.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted 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.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. Contractor's services shall conform to the prescribed Scope of Work, incorporated herein as Attachment A. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- 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 and accepted in writing by County, and 2) payment shall be made as referenced in Attachment B, Compensation/Invoicing, after satisfactory acceptance. Satisfactory acceptance shall be defined as compliance with the terms of this Contract and performance of the work as described in Attachment A.
- G. **Warranty:** Contractor expressly warrants that Contractor shall provide the services under this Contract in accordance with generally accepted professional standards and with the experience and skill required and that the services and deliverables provided under this Contract will substantially conform to the requirements of this Contract and fit for the particular purpose for which they are intended.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor shall not knowingly or negligently infringe upon or violate any patent, proprietary right, or trade secret right of any third party.
- 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 written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be 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 shall be 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:** Contractor shall take necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be 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:** Intentionally left Blank.
- O. **Changes:** County and Contractor shall make no changes in the work and Contractor shall not perform any additional work without both Parties' specific written approval.
- 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 the County agrees to an assignment of

the Contract, 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 the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the 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 will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with accomplishing work and services under this Contract. Contractor's efforts shall include, but not be limited to establishing precautions (including rules and procedures) to 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 himself of any available remedies.
- R. **Confidentiality:** Contractor shall maintain the confidentiality of all County and County-related records and information, identified and marked as "Confidential", 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 appropriately marked as "Confidential," and shall be kept confidential by Contractor and Contractor's staff, agents and employees, unless required by law.
- 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 and all other laws 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" below, 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 the County's express acceptance of delivery of products. 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 their 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 their 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 they have 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:** The 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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:** To the extent provided by law, 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 claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from the services, products or other performance provided by Contractor pursuant to this Contract. To the extent provided by law, County agrees to indemnify, defend, and hold CSU Fullerton Auxiliary Services Corporation (Contractor), California State University, Fullerton, the Trustees of the California State University, the State of California, their officers, employees and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, directly caused by the negligent acts or

omissions of County in performance provided by County to Contractor pursuant to this Contract. 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.

- Z. **Audits/Inspections:** 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 the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of Contractor's employees, directors or agents who might reasonably have information related to such records. Contractor agrees to include a similar requirement to any of its subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the 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. In the case of early termination, County shall compensate Contractor for all services performed, including non-cancellable obligations, incurred in performance of this project through the date of termination.
- BB. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure Proposition 99 Public Opinion Survey Services from Contractor

as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

1. **Term of Contract:** This Contract shall commence on July 1, 2023 through and including June 30, 2024. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
2. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the 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 immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and fifteen (15) calendar days within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
3. **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.
4. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.
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. The 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 the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. Unless noted in this Contract, this Project Manager shall not be changed without the written consent from County’s Project Manager, which consent shall not be unreasonably withheld.

The 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. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The 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. (Note: this provision is optional for commodities and applicable for services)

8. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** The Contractor shall be 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 the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The 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 the County are expressly stated in the Contract.
10. **Cooperative Contract:** Intentionally left blank.
11. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
12. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
13. **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 the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent and Contractor's Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent 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 the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the 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 the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any decision of the 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 the County fails to render a decision within 90 days after receipt of the Contractor's demand, County's decision shall be deemed adverse to Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or without cause as stated in section K herein.

14. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The 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 the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
15. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

16. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the 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 the Contractor shall show both the emergency purchase order number and the Contract number.

17. **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 and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the 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 the County or others discover errors or omissions in the reports, files or other written documents submitted by the 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 the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
18. **Equal Employment Opportunity:** The 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. The 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, the 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. The 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. The 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.

19. **News/Information Release:** The Contractor agrees that it shall not issue any news releases or make or have any contact with the media in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract. Any requests for information received or interviews by the media should be referred directly to County. Contractors are not authorized to serve as media spokesperson for County projects without first obtaining review and written approval of said news releases from the County through the County's Project Manager. County acknowledges that Contractor maintains a list of all extramurally funded projects in its standard reporting, which list shall contain the name of funder, title of project, and that Contractor may make use of such list consistent with its obligations as an academic institution, and do not place any restrictions on our obligations under the California Public Records Act.

20. **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 assigned Deputy Purchasing Agent (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: Name: CSU Fullerton Auxiliary Service Corporation
 Attention: Laura Gil-Trejo
 Title: Director, Social Science Research Center
 Address: 800 N State College Blvd.
 Fullerton, CA 92831
 Telephone: (657) 278-7691
 E-mail: lqil-trejo@fullerton.edu

 Name: CSU Fullerton Auxiliary Services Corporation
 Attention: Joshua Shepard
 Title: Administrator, Office of Sponsored Programs
 Address: 1121 N State College Blvd.
 Fullerton, CA 92831-3014
 Telephone: (657) 278-4150
 E-mail: joshepard@fullerton.edu

CC: Name: CSU Fullerton Auxiliary Services Corporation
 Attention: Sydney Dawes
 Title: Director, Office of Sponsored Program
 Address: 1121 N State College Blvd.
 Fullerton, CA 92831-3014
 Telephone: (657) 278-4103
 E-mail: sdawes@fullerton.edu

CC: Name: CSU Fullerton Auxiliary Services Corporation
 Attention: Charles D. Kissel
 Title: Executive Director
 Address: 1121 N State College Blvd.
 Fullerton, CA 92831-3014
 Telephone: (657) 278-4100
 E-mail: ckissel@fullerton.edu

For County: Name: County of Orange HCA/Procurement and Contract
 Services
 Attention: Silvia Bonilla, DPA
 Address: 400 W Civic Center Dr., 3rd Fl.
 Santa Ana, CA 92701
 Telephone: (714) 834-5820
 E-mail: sbonilla@ochca.com

CC: Name: County of Orange HCA
 Attention: Anabel Bolanos
 Address: 1725 W 17th Street
 Santa Ana, CA 92706
 Telephone: (714) 834-3232
 E-mail: abolanos@ochca.com

21. **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.
22. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation. If Contract is terminated by County without cause County agrees to pay Contractor for all costs, including non-cancellable obligations, incurred through the date of termination.

After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination and submission of a termination claim, County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract and subject to Article 3 and 12, 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.

23. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
24. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
25. **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.

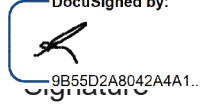
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
26. **Debarment:** To the extent applicable, Contractor shall certify in writing 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. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
27. **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, the 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.
28. **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.
29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the 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, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **Parking for Delivery Services:** County shall not provide free parking for delivery services.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-23011373 the date set forth opposite their signatures. If the Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of 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: CSU FULLERTON AUXILIARY SERVICES CORPORATION

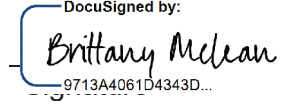
Charles D. Kissel	Executive Director
_____ Print Name	_____ Title
	4/25/2023
_____ Signature	_____ Date
_____ Print Name	_____ Title
_____ Signature	_____ Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	Deputy Purchasing Agent
_____ Signature	_____ Title
_____ Signature	_____ Date

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

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
	4/25/2023
_____ Signature	_____ Date

ATTACHMENT A

SCOPE OF WORK

Background

The OC Health Care Agency (HCA) is a regional interdisciplinary health jurisdiction and an accredited health department, charged with protecting and promoting individual, family and community health through partnership and coordination of public and private sector resources. HCA's mission is to, in partnership with the community, deliver sustainable and responsive services that promote population health and equity.

Tobacco Use Prevention Program (TUPP)

According to the Centers for Disease Control and Prevention, tobacco use continues to be the primary cause of preventable death in the United States.

The HCA's Tobacco Use Prevention Program (TUPP) is the Local Lead Agency (LLA) for tobacco control in Orange County. The TUPP receives funding from the California Tobacco Control Program (CTCP), which provides funding to TUPP through Proposition 99 and Proposition 56. The TUPP has developed a comprehensive tobacco control plan for Orange County. This plan includes allocating resources to help reduce tobacco disparities in Orange County.

The TUPP targets three jurisdictions – Cypress, Garden Grove, and Westminster - to reduce secondhand smoke exposure at parks and other outdoor recreational areas through environmental change strategies.

The TUPP is interested in collecting data about community knowledge, attitudes, and perceptions in the three targeted jurisdictions.

Contract Responsibilities

TUPP is seeking to conduct a survey of adults 18 and older in Cypress, Garden Grove, and Westminster to document support and opposition to tobacco-free parks and outdoor recreational areas. The survey will also include language promoting the County's free smoking cessation helpline, 1-866-NEW-LUNG (639-5864) and website, www.1866newlung.com, following completion of the survey questions. A public opinion survey protocol will be developed by TUPP and the contracted survey firm, adapting components of existing similar instruments and methodologies where possible and appropriate.

Services

Surveys shall be administered to maximize representation of key demographic groups. This information will help to guide the TUPP's efforts to more effectively address secondhand smoke exposure in parks and outdoor recreational areas in Cypress, Garden Grove, and Westminster. Surveys shall be conducted in English, Vietnamese, Spanish, and Korean, based on the individual's stated language preference.

Sampling Approach

The survey sample shall be a representative sample of adults residing in Cypress, Garden Grove, and Westminster, with oversampling of Vietnamese and Spanish speaking adults in Garden Grove and Westminster, and oversampling of Spanish-speaking and Korean-speaking adults in

Cypress. Final sample sizes for each language will be calculated by the vendor. The primary sampling frame shall be adults residing in telephone landline-equipped dwelling units, supplemented by landline telephone numbers associated with Vietnamese and Korean surnames; also, a separate sample shall be drawn from telephone numbers assigned to cellular service.

Sample Size

A sampling of 382 surveys will be completed throughout each of the targeted jurisdictions of Cypress, Garden Grove, and Westminster, for a total of 1,146 surveys. Final sample size will be based on contractor calculations.

Survey Questionnaire

The questionnaire will need to be translated into Spanish, Vietnamese, and Korean languages. Surveys shall be conducted in English, Spanish, and Vietnamese in Garden Grove and Westminster, and in English and Korean in Cypress.

Scope of Work

Tentative Timeline	Activities
7/01/2023 – 07/15/2023	Draft and finalize survey questionnaire and protocol.
07/16/2023 – 08/01/2023	Translate questionnaire into Spanish, Vietnamese, and Korean.
8/02/2023 – 09/01/2023	Obtain Institutional Review Board approval. Program survey instrument in both languages into CATI.
09/02/2023 – 09/15/2023	Pilot test survey
09/16/2023 – 09/25/2023	Provide TUPP team results of pilot test and make modifications to survey if necessary.
09/26/2023 – 12/15/2023	Administer survey to 382 residents 18 years of age and older in each jurisdiction – Cypress, Garden Grove, and Westminster – for a total of 1,146 collected.
12/16/2023 – 01/31/2024	Clean and analyze data by city. Provide TUPP team with data file, methodological brief, and complete set of summary tables for all survey variables by city.

DELIVERABLES

Vendor shall provide the following deliverables:

- Survey questionnaire translated into Spanish, Vietnamese, and Korean
- Dataset in a format specified by TUPP
- Sampling plan
- Analysis by city
- Methodological brief and complete set of summary tables for all survey variables by city

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B

COMPENSATION AND INVOICING

- 1. Compensation:** This is a fixed price Contract not to exceed the amount of \$157,625 for the Term of Contract.

The 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 the Contractor of all its duties and obligations hereunder. The 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.

Social Science Research Center (SSRC)				
Cost Estimate: Up to 1,152 Telephone Surveys in English, Korean, Spanish, or Vietnamese				
Project Title: Tobacco Use Prevention Program Telephone Survey				
Sponsor: County of Orange Health Care Agency (HCS)				
Project Period: 07/01/23 to 06/30/24				
DESCRIPTION				COST
1. Personnel			Salary	Fringe
Ph.D. Level Staff/Project Director:	\$ 53.58 /hour for 50 hours		\$ 2,679	\$ 1,931
Overall project oversight	State Fringe Benefits at 72.07%			\$ 4,610
Administrative Operations Manager:	\$ 42.00 /hour for 112 hours		\$ 4,704	\$ 2,077
Payroll and budget administration	Fringe Benefits at 44.15%			\$ 6,781
Senior Project Manager:	\$ 42.00 /hour for 45 hours		\$ 1,890	\$ 834
Sample management, data file management, and validation	Fringe Benefits at 44.15%			\$ 2,724
Survey Programmer:	\$ 35.42 /hour for 123 hours		\$ 4,357	\$ 1,924
Program and pre-test survey instrument; provide technical support	Fringe Benefits at 44.15%			\$ 6,281
Project Manager:	\$ 28.00 /hour for 116 hours		\$ 3,248	\$ 1,434
Sample management, data file management, and validation	Fringe Benefits at 44.15%			\$ 4,682
Survey Programmer Support:	\$ 25.00 /hour for 40 hours		\$ 1,000	\$ 122
Program and pre-test survey instrument; provide technical support	Fringe Benefits at 12.15%			\$ 1,122
Assistant Project Manager:	\$ 25.00 /hour for 60 hours		\$ 1,500	\$ 535
Assist w/sample management, data file management & validation	Fringe Benefits at 35.65%			\$ 2,035
Shift Supervisors:	\$ 22.00 /hour for 654 hours		\$ 14,388	\$ 1,748
Data collection oversight and quality control	Payroll Taxes (P/T, N/B) at 12.15%			\$ 16,136
Administrative Assistant:	\$ 20.90 /hour for 25 hours		\$ 523	\$ 64
Payroll and budget administration	Fringe Benefits at 12.15%			\$ 587
Executive Telephone Interviewers/ Research Assistants:	\$ 18.00 /hour for 0 hours		\$ -	\$ -
Data entry	Payroll Taxes (P/T, N/B) at 12.15%			\$ -
Telephone Interviewers/ Research Assistants:	\$ 16.50 /hour for 3,268 hours		\$ 53,922	\$ 6,552
Data collection	Payroll Taxes (P/T, N/B) at 12.15%			\$ 60,474
Sub-total Personnel			\$ 88,211	\$ 17,221
				\$ 105,432
2. Other Project Costs				
Sample procurement				\$ 4,815
Telephone/FAX				\$ 5,483
Translation				\$ 5,520
TOTAL DIRECT COSTS				\$ 121,250
INDIRECT COSTS (Base: Total Direct Costs)				\$ 36,375
				30.0%
TOTAL COSTS				\$ 157,625

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-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 the County of Orange. The 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 the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted 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 the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be 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:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

Payments made by the County shall not preclude the right of the 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:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will 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 Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/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.

Invoice and support documentation are to be forwarded to HCAAP@ochca.com or:

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 agency/department representative listed in the Contract.