Riverside County Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

AGREEMENT: AA-03580

CONTRACTOR: Gallup Inc.

TERM: June 20, 2017 - June 20, 2018

ANNUAL MAXIMUM REIMBURSABLE AMOUNT: $60,000

AGGREGATE MAXIMUM REIMBURSABLE AMOUNT: $60,000

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Gallup Q12® Employee Engagement Survey services;

WHEREAS, Gallup Inc. is qualified to provide Gallup Q12® Employee Engagement Survey services;

WHEREAS, DPSS desires Gallup Inc., hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.

<table>
<thead>
<tr>
<th>Authorized Signature for County:</th>
<th>Authorized Signature for Gallup Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name of Person Signing:</td>
<td>Printed Name of Person Signing:</td>
</tr>
<tr>
<td>John F. Tavaglione</td>
<td>Phil Ruhlman</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Chair, Board of Supervisors</td>
<td>Managing Director</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>4080 Lemon Street, Riverside, CA 92501</td>
<td>1001 Gallup Drive, Omaha, NE 68102</td>
</tr>
<tr>
<td>Date Signed:</td>
<td>Date Signed:</td>
</tr>
</tbody>
</table>

FORM APPROVED  
BY: NEAL R. KIPNIS  
DATE: 

(T00167 v3.2)
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Exhibit A - Deliverable Sign Off
Exhibit B - Change Order Request
Exhibit C - DPSS 2076A
TERMS AND CONDITIONS

I. DEFINITIONS
   A. "Contractor" refers to Gallup Inc. and its employees, agents, and representatives providing services under this Agreement.
   B. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
   C. "Q12©" refers to the use of the Gallup 12 question survey/assessment which measures employee engagement.
   D. "Subcontract" refers to any agreement, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
   E. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. PROJECT OBJECTIVES
   A. The objectives include;
      1. Administering the Q12© Employee Engagement Survey to 4,600 DPSS employees.
      2. Analyze and report the results so DPSS managers/supervisors can use the data to enhance their leadership skills.

III. DPSS PROJECT ROLES
   A. DPSS will assign DPSS staff to be the liaison between DPSS and the Contractor.
   B. DPSS will provide the environment, equipment, access to County information and resources, and certain activities required to facilitate Contractor’s ability to deliver these requirements.
   C. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

IV. CONTRACTOR PROJECT ROLES
   A. The Contractor shall provide the following roles and responsibilities:
      1. Set-up of the survey, data analysis, technical support, web-based subscription, and ten data cuts.
      2. Project Support
         2.1 Provide one hour of Super User (client administrator) training via telephone annually. Up to two (2) client Super Users will be given platform administrator rights.
      3. Survey Administrations
         3.1 Gallup’s web-based Employee Engagement survey platform for up to 4,600 DPSS employees
3.2 Portal, Survey, and Reporting available in multiple languages

3.3 Unlimited employee surveys
   a. Q12® survey questions
   b. Additional Gallup-validated questions

3.4 Option for Open Sample survey or Closed-Sample survey (closed sample requires Client to upload employee information into portal).

3.5 Skip pattern functionality which gives users the option to skip or continue questions based on how the questions are answered.

3.6 Reporting provided based on client set-up
   a. Overall Grand Mean (average scores of all questions for all respondents)
   b. Up to 10 Reporting Groups (Examples: Team, Location, Manager, Department)

3.7 Survey set-up, management, distribution of survey links, creating the reporting structure and reading results managed 100% by Riverside County

3.8 Includes survey platform access for 12 months with unlimited ad hoc Pulse capability.

4. Client Support & Resources
   4.1 Basic action planning and learning tools such as monitoring action plans to ensure teams stay on track

   4.2 One hour of training for up to two (2) Super Users, includes:
      a. Standard Set of Engagement Resources
      b. Recommendations for Communication Guide

V. PROJECT RESPONSIBILITIES AND DELIVERABLES
All deliverables will be reviewed and accepted by the assigned DPSS Project Manager. Each party's responsibilities and the project deliverables are listed in the following table:

<table>
<thead>
<tr>
<th>Milestone 1</th>
<th>Deliverable</th>
<th>Acceptance Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Set-up of the survey, data analysis, technical support, subscription fee, ten data cuts</td>
<td>This will be considered accepted when the County has: 1. Verified project completion with project manager 2. Executed the Deliverable Sign Off Document (Exhibit A).</td>
</tr>
</tbody>
</table>

VI. ACCEPTANCE OF DELIVERABLES
A. The County shall have a period of five (5) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the “Acceptance Period”). The Contractor will notify the DPSS Contracts Administration Unit (CAU) in writing, through U.S. mail, overnight courier, or email, of the completion of each Deliverable.

The Contractor agrees that the Acceptance Period for a Deliverable shall begin when Contractor receives from DPSS CAU a written receipt, through U.S. mail, overnight courier, or email, for such
Deliverable, which the DPSS CAU shall provide within two (2) business days of receipt of the Deliverable.

At any time within the Acceptance Period, the County shall:

1. Provide to the Contractor a signed copy of the Deliverable Acceptance Sign-Off Document (Exhibit A) or;

2. Provide written notice of Non Acceptance with reasonable written comments to Contractor regarding the deficiencies of the Deliverable(s). If changes or modifications are required by the County as evidenced by the Non Acceptance notification, Contractor shall have ten (10) business days to correct the deficiency noted therein and resubmit the Deliverable to the County beginning a new Acceptance Period. This process shall not exceed two cycles.

B. All Deliverables will be delivered either electronically or in paper form to the County in English, unless otherwise specified in the Statement of Work. The County will deliver to Contractor all documents, studies, and materials in English, unless otherwise specified in the Statement of Work. All electronic documents will use the Microsoft suite of products, including, but not limited to Word, Excel, PowerPoint, Project, and Visio Pro. Signature pages may be delivered using Adobe PDF.

C. The County will be deemed to have accepted the Deliverable(s) upon occurrence of either of the following ("Acceptance"):

1. The County submits to the Contractor the Deliverable Sign-Off Document or:

2. The County fails to notify Contractor within the Acceptance Period described above.

VII. CHANGE ORDERS
Either party may propose a change order to this Agreement. Change orders affecting this Agreement will not be effective until reviewed and approved in writing by Contractor and the County and made part of the Agreement as an addendum. Change orders will be requested using the Change Order Document (Exhibit B). Contractor will submit to the County an analysis of how the County’s proposed changes will affect the current work in terms of schedule and cost estimates. The County will be under no obligation to accept the cost estimates for the proposed changes. However, if the parties agree to any proposed changes, such changes shall become binding on the parties only through an Amendment to this Agreement signed by both parties. In no event shall Contractor be required to perform additional work under this Agreement, or the County is required to pay for additional work performed under this Agreement without prior written authorization in accordance with this paragraph.

VIII. FISCAL
A. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT
   Total payment under this Agreement shall not exceed in aggregate $60,000.

2. PAYMENT SCHEDULE
   Gallup will invoice the entire service fee upon contract signature.

<table>
<thead>
<tr>
<th>Milestone Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Set-up of the survey, data analysis, technical support, subscription fee, ten data cuts</td>
<td>$60,000</td>
</tr>
<tr>
<td>Total Costs:</td>
<td>$60,000</td>
</tr>
</tbody>
</table>
3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT
   a. The Contractor will be paid the actual amount of the invoice for payment as outlined in the Payment Schedule that is accompanied by a Deliverable Sign-Off Document signed by the County for each required deliverable. If the required supporting documentation is not provided, DPSS may delay payment until documentation is received by DPSS.

   b. The Contractor shall submit DPSS Forms 2076A (Exhibit C) following the instructions set forth on the "Instructions for Form 2076A." Exhibit C is attached hereto and incorporated herein by this reference for request of all payments.

   c. Notwithstanding any other terms and conditions of this Agreement, should DPSS cancel this Agreement without cause prior to completion of services, Gallup shall be entitled to the payment of fees for services completed prior to termination of this Agreement and 25% of the remaining balance of fees associated with contracted work yet to be performed. For example, if the contract is for a period of three years and Client terminates this agreement after Year 1, Client shall owe 25% of the remaining contract price for Years 2 and 3 in addition to any outstanding invoices for work completed prior to termination.

   d. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

B. FINANCIAL RESOURCES
   The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

C. RECORDS, INSPECTIONS AND AUDITS
   1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to charges and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.

   2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records with respect to charges for time and materials, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

   3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

   4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government...
accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

6. Contractors that expend $750,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

D. SUPPLANTATION
The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

E. DISALLOWANCE
In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

F. AVAILABILITY OF FUNDING
DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

IX. GENERAL
A. EFFECTIVE PERIOD
This Agreement is effective June 20, 2017 through June 20, 2018 for one (1) year.

B. CONFLICT OF INTEREST
The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

C. CONFIDENTIALITY
The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept
confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

D. EMPLOYMENT PRACTICES
1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

3. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

E. EQUAL EMPLOYMENT OPPORTUNITY
By signing this Agreement or accepting funds under this Agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

F. HOLD HARMLESS/INDEMNIFICATION
Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. To the extent Contractor's actions arising out of the services proximately cause any liability, including but not limited to property damage, bodily injury, death or any other element of any kind or nature arising from the performance of Contractor, Contractor agrees to indemnify and hold harmless County, All Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives. The foregoing shall not apply to any
liability arising from the District’s actions, Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor’s indemnification to County as set forth herein. Contractor’s obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor’s expense, for the defense or settlement thereof. Contractor’s obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor’s obligations to indemnify and hold harmless County herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

G. INSURANCE
1. Without limiting or diminishing the CONTRACTOR’S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

   (a) Worker’s Compensation:
   If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker’s Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

   (b) Commercial General Liability:
   Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor’s performance of its obligations hereunder. Policy shall name the COUNTY as additional Insured. Policy’s limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

   (c) Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as additional insured.

2. General Insurance Provisions – All lines:

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County’s Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The Contractor’s insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $600,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County’s Risk Manager, Contractor’s carriers shall either: 1) reduce or eliminate such selfinsured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) Contractor shall cause Contractor’s insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto that the Contractor’s insurance shall be construed as primary insurance, and the COUNTY’S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of
insurance required under this Agreement and the monetary limits of liability for the insurance
coverages currently required herein, if; in the County Risk Manager's reasonable judgment,
the amount or type of insurance carried by the Contractor has become inadequate.

(f) Contractor shall pass down the insurance obligations contained herein to all tiers of
subcontractors working under this Agreement.

(g) The insurance requirements contained in this Agreement may be met with a program(s) of
self-insurance acceptable to the COUNTY.

(h) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event
that may give rise to a claim arising from the performance of this Agreement.

H. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of
Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and
any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and
exemptions necessary for the provision of services hereunder and required by the laws and regulations
of the United States, State of California, the County of Riverside and all other appropriate governmental
agencies, and shall maintain these throughout the term of this Agreement.

I. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of
employer-employee exists between the parties hereto. Contractor and/or Contractor’s employees shall
not be entitled to any benefits payable to employees of the County including, but not limited to, County
Worker's Compensation benefits. County shall not be required to make any deductions for employees
of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that
may be made against County based upon any contention by any third party that an employer-employee
relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor
agrees to protect and defend at its own expense, including attorney's fees, the County, its officers,
agents and employees in any legal action based upon any such alleged existence of an employer-
employee relationship by reason of this Agreement.

J. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the
same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to
assign or delegate any interest without written consent of DPSS shall be deemed void and of no force
or effect.

K. PERSONNEL

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel
that are providing services under this Agreement who have contact with children or adult clients. The
list shall include all staff who work full or part-time positions by title, including volunteer positions; a brief
description of the functions of each position and hours each position worked; and the professional
degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has
been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated
report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with
supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

L. SUBCONTRACT FOR SERVICES
1. The Contractor shall not enter into any subcontract with any subcontractor who:
   a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
   b. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
   d. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.

4. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

M. DEBARMENT AND SUSPENSION
As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES
The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

O. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)
The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:
Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

P. LOBBYING
The contractor agrees that it will not expend any Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions:

1. The awarding of any Federal contract;
2. The making of any Federal Grant;
3. The making of any Federal loan;
4. The entering into of any cooperative agreement; and
5. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement covered by 31 U.S.C. 1352.

Q. NOTICES
All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS:
Contracts, Insurance, Deliverables, Deliverable Sign Offs, Change Orders and other administrative documents:
Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive  
Riverside, CA 92503

CONTRACTOR:  Gallup, Inc.  
Kelli Winkler  
1001 Gallup Drive  
Omaha, NE 68102

Contractor “Remit To” address:  
Gallup, Inc.  
P.O. Box 310284  
Des Moines, IA 50331-0284

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail or other commercial mail carrier.

R. DISPUTES
1. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County’s Compliance Contract Officer who shall furnish the decision in writing. The decision of the County’s Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

2. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

S. SANCTIONS
Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

a. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

b. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

c. Withhold funds pending a cure of the breach; and/or

d. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

T. GOVERNING LAW
This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to
enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney’s fees in addition to whatever other relief are granted.

U. INTELLECTUAL PROPERTY
   a. Gallup Intellectual Property means any instructional materials, software programs, diagrams, copyrighted assessments or surveys and anything else that Gallup uses or distributes to Client in connection with this Agreement or an applicable Scope of Services that has been developed prior to or independent of this Agreement by Gallup ("Gallup Property"). Gallup Property is not considered work product or a “work for hire” under the terms of this Agreement.

   b. For any Gallup Property used, incorporated into, required for use of, or provided with any Services provided to Client hereunder, Gallup hereby grants Client a worldwide, non-exclusive, nontransferable license to use Gallup Property as incorporated into or provided with the applicable Services within Client’s organization. Client may not make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute externally to any third party copies of, or prepare derivative works of Gallup Property without the written permission of Gallup.

   c. All products, reports, documents, compilations of data and other materials produced or developed by Gallup under a Scope of Services which are either: (a) created using the funds, expertise, facilities, personnel, time, material or proprietary information of Client; or (b) are derivatives of any Client proprietary information shall be the sole property of Client. These materials do not include any Gallup Property or derivatives thereof. Gallup agrees to assist Client, or its designee, at Client’s expense, in every proper way to secure Client’s rights in the materials.

V. USE OF NAME, TRADEMARKS OR LOGOS
   Neither party shall originate any publicity, news release, or other announcement, written or oral, whether to the public press, the trade, any of the other party’s customers, suppliers or otherwise, relating to this Agreement or any Scope of Services, or to the existence of an arrangement between the parties without the prior written approval of the other party. Without limiting the foregoing, neither party shall use any names, trademarks or logos of the other party without the prior written consent of such party.

Publication of Data:

Research data associated with the consulting services performed by Gallup is not for public dissemination outside of Client’s organization including but not limited to press releases and paid advertising. Both Client and Gallup have a responsibility to ensure that any published research findings are not misleading. Client shall consult with Gallup prior to sharing any research findings with any third party. Any release approved by Gallup shall include sufficient technical information necessary to assess the validity of the published findings which may include the following: the exact question wording, dates of interview, interviewing method, sample size, definition of the survey population, and size of sampling error.

Respondent Confidentiality:

Respondent-identifying information, without the express consent of respondents, is not part of the deliverables under this Scope of Services and does not constitute a “work made for hire”. Gallup will not provide respondent level data with any demographic data appended to protect the confidentiality of participating respondents. To avoid non-compliance with state and federal laws, Gallup will not provide Client any taped surveys without informing the respondent and obtaining express consent that the recordings will be shared with Client.
W. MODIFICATION OF TERMS
No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

Except for the parties’ initial signatures to this Agreement, which must be provided in “original” form and not by facsimile, the County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Amendments to this Agreement, and received via electronic communications including but not limited to fax or email, as legally sufficient evidence that such original signatures have been affixed to such Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of “original” versions of such documents.

X. TERMINATION
This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

Y. ENTIRE AGREEMENT
This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.
## Deliverable Sign-off Document

### Project Information
- **Dept/Division:**
- **Project:**
- **Project Manager:**
- **Contractor:**
- **Agreement#:**

### Project Deliverable Description
- **Deliverable#:**
- **Date Deliverable Completed:**
- **Date Submitted:**

**Deliverable Description:**

### Deliverable Approval
- **Approval Signatures:**
- **Date:**
- **Comments:**

- **Project Manager**
- **CAU**

### Project Sponsor

**Non Acceptance of Deliverable**
- **Signatures:**
- **Date:**

- **Project Manager**
- **CAU**

- **Project Sponsor**

**Reason for Non Acceptance**
CHANGE ORDER REQUEST

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<th>Project:</th>
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<td>Change Name:</td>
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**Requested Change**

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<td>Reason for Change</td>
<td>[New requirement, design change, etc.]</td>
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**Impact**

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<td>Impact on Cost or funding</td>
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**Risks**

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**Non Acceptance**

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<th>Date:</th>
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<tr>
<td>CAU</td>
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<td>Project Sponsor</td>
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Reason for Non Acceptance
COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit C

To: Riverside County
Department of Public Social Services
4060 County Circle Drive
Riverside, CA 92503

Gallup, Inc.
Remit to Name:
P.O. Box 310204
Address:
Des Moines, IA 50331-0284
City:
State: Zk Code:
Gallup, Inc.
Contractor Name:

Agreement Number

Total amount requested _______________ for the period of _______________ 20__

Select Payment Type(s) Below:

☐ Advance Payment $ __________
(if allowed by Agreement/MOU)

☐ Unit of Service Payment $ __________

☐ Actual Payment $ __________
(Same amount as 2076B if needed)

☐ # of Units) X ($) __________

☐ # of Units) X ($) __________

Any questions regarding this request should be directed to:
Name ____________________________ Phone Number ____________________________

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature ____________________________ Title ____________________________ Date __________

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (6) ____________________________ Purchase Order # (10) ____________________________ Invoice # __________

Account (6) ____________________________ Amount Authorized ____________________________

Fund (6) ____________________________ If amount authorized is different from amount request, please explain:

Dept ID (10) ____________________________

Program (5) ____________________________ Date __________

Class (10) ____________________________ Management Reporting Unit ____________________________ Date __________

Project/Grant (15) ____________________________ Contracts Administration Unit ____________________________ Date __________

Vendor Code (10) ____________________________ General Accounting Section ____________________________ Date __________

DPSS 2076A (9/03) CONTRACTOR PAYMENT REQUEST

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Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Agreement/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A. (see method, time, and schedule/condition of payments). (Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this Agreement was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Agreement Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory (required). Original Signature needed for payment.