

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 28 PAGES

AGREEMENT NUMBER

CCC-18-20028

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Government Operations Agency – California Complete Count - Census 2020

CONTRACTOR NAME

San Benito County

The term of this Agreement is:

START DATE

March 1, 2019 (or upon execution, whichever occurs later)

THROUGH END DATE

December 31, 2020

2. The maximum amount of this Agreement after this Amendment is: \$75,000.00

Seventy Five Thousand Dollars and Zero Cents.

3. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This agreement amends the original agreement with revisions to Exhibit A, Exhibit B, and Exhibit D. Revisions are outlined on page 1 of the attached 28 pages, titled Amendment 1.

B. This agreement adds the following exhibits:

- Exhibit D, Attachment D – 1, Protection of Confidential and Sensitive Information
- Exhibit D, Attachment D – 2, Non-Disclosure Certificate
- Exhibit D, Attachment D – 3 – Volunteer Release and Waiver of Liability
- Exhibit E – Equipment Purchases

**APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL**

Shirley L. Murphy 3/5/20
DEPUTY COUNTY COUNSEL DATE

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Benito County

CONTRACTOR BUSINESS ADDRESS

481 4th Street

CITY

Hollister

STATE

CA

ZIP

95023

PRINTED NAME OF PERSON SIGNING

Ray Espinosa

TITLE

County Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Government Operations Agency – California Complete Count – Census 2020

CONTRACTING AGENCY ADDRESS

400 R Street, Suite 359

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Sara Murillo

TITLE

Assistant Director of Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

**Public Contract Code Division 2, Part 2,
Chapter 11, Section 19150**

AMENDMENT 1

All changes made to this Agreement are highlighted in red font. All other terms and conditions shall remain the same. All changes stated in this amendment supersede any previous language stated in the original agreement.

Amendment Summary:

1.	Modified language in Exhibit A - Statement of Work pages
1.	Modified language in Exhibit B – Budget Detail and Payment Provisions
2.	Modified language in Exhibit D - Special Terms and Conditions
3.	Added Exhibit D, Attachment D – 1, Protection of Confidential and Sensitive Information.
4.	Added Exhibit D, Attachment D – 2, Non-Disclosure Certificate
5.	Added Exhibit D, Attachment D – 3, Volunteers Release and Waiver of Liability
6.	Added Exhibit E, Equipment Purchases

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (SOW)

San Benito County, herein called (Contractor) is entering into this agreement with the California Complete Count Census 2020 (CCC Office), hereinafter referred to as "State or CCC Office" to provide marketing and outreach services on behalf of the State as described herein.

BACKGROUND

The California Complete Count Census 2020 effort is a statewide outreach and awareness campaign designed to ensure an accurate and complete count of all Californians in the upcoming 2020 United States Census. The 2020 Census is the decennial census, mandated by Article 1, Section 2 of the United States Constitution. The results are used to allocate Congressional seats, electoral votes, and government program funding to state and local governments. Just based on the funding component, a census that undercounts Californians could cost the state billions of dollars. For every Californian missed during the Census 2020 count, the State is expected to lose approximately \$1,950 per person, per year, for 10 years, in federal program funding.

In preparation for the 2020 census, Governor Brown issued an Executive Order (B-49-18) describing California's Census 2020 initiative. The Executive Order established a California Complete Count Committee to develop, recommend, and assist in the administration of a census outreach strategy to encourage full participation in the 2020 Census. The California Complete Count outreach strategy is funded by a Budget Bill, which allocated \$90.3 million in the state budget for efforts related to the upcoming 2020 Census. The State has authorized \$26.5 million of those funds to be directed towards county-based outreach efforts.

1. PURPOSE

The State's 2020 Complete Count Census outreach campaign will focus on both the geographic areas and demographic populations who are "least likely to respond". These areas and populations are commonly referred to as "hard-to-count (HTC)." The terms "least likely to respond" and "HTC" are often used interchangeably.

This program aims to address the following goals:

Increase awareness and knowledge about the 2020 Census in HTC communities and populations;

Deliver focused messages via trusted messengers in trusted environments about the 2020 Census process to HTC areas and populations concentrated in Census tracts that are least likely to respond.

Ensure that all outreach, messaging and publicity is culturally relevant and linguistically appropriate;

Support the California Complete Count statewide community outreach and media relations efforts through a strategy that is focused, timely, cost-effective and tailored to addressing barriers that prevent HTC communities and populations from completing and returning their forms;

Complement as well as add value to the outreach, messaging and advertising provided by the U.S. Census Bureau;

Work collaboratively with a network of community-based organizations, other local governments and others across sectors; and

The ultimate goal is to ensure that HTC/least likely to respond communities and populations in California are accurately counted in the 2020 Census, thereby achieving the highest self-response rate possible for California.

2. OBJECTIVES

The local county office (herein called Contractor) will collaborate and work with other contracted community-based-organizations (CBOs) and State media contractor(s) to inform the general public of the importance of completing the census questionnaire. The goal is to avoid duplication, identify outreach gaps and fill them accordingly. Contractor will implement outreach to encourage full participation and avoid an undercount as stated in the Governor's Executive Order B-49-18.

A. THE STATE'S OUTREACH OBJECTIVES ARE:

1. To further promote awareness about the census, the process, its pre-notice advisory, the questionnaire and the key deadlines.
2. To publicize locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood Questionnaire Assistance Centers (QACs), Questionnaire Action Kiosks (QAKs), and other venues. A QAC can be established at a public venue such as a library, school, or post office staffed with knowledgeable personnel that can assist the public with completing the census questionnaire, and answer questions related to the Census 2020.
3. To motivate all Californians to complete and return their questionnaires by explaining in ways that are relevant to them what the census means to California, and when possible, to their counties and cities.
4. To focus funding and efforts in geographic areas and demographic populations who are least likely to respond including, but not limited to:
 - Latinos
 - African-Americans
 - Native Americans and Tribal Communities
 - Asian-Americans & Pacific Islanders (API)
 - Middle-Eastern North Africans (MENA)
 - Immigrants and Refugees
 - Farm-workers
 - People with Disabilities
 - Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
 - Seniors/Older Adults
 - Homeless Individuals and Families
 - Children Ages 0-5
 - Veterans
 - Areas with low broadband subscription rates and limited or no access
 - Households with limited English proficiency

B. THE CONTRACTOR SHALL ACHIEVE THE FOLLOWING OBJECTIVES:

EDUCATE

1. Inform the public about the census process, purpose and timeline.
2. Inform the public of the importance of the census. The State will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states.
3. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau ("Census Bureau") employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individuals with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13, "Wrongful Disclosure of Information," sets forth severe penalties applicable to federal government officials and local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to \$5,000, 5 years in prison, or both. The Census Bureau's dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.
4. Identify areas and populations within Contractor's local jurisdiction that are least likely to respond, as identified in Task 1.2.
5. To establish, manage, and announce locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood QAC's and QAK's.

MOTIVATE

6. Eliminate the fear of completing the census questionnaire. Instill trust that the government will not use this data in a negative way. No one outside the Census Bureau can ever be given any information to link names to addresses on the census questionnaire. Not even the President of the United States is permitted to look at individual census records.
7. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.
8. Establish comfortable environment(s) and settings early on and leading to the Census 2020 to encourage the public to participate in the census, following the education phase. Continue to educate and inform on the importance of the census as a motivator.
9. Where possible, Contractor should assess messaging efforts, outreach and tools.

ACTIVATE

10. Engage trusted messengers in trusted environments to help the public participate in the census.
11. Conduct and participate in community gatherings and other forums to rally the public to participate in the census.
12. Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.

3. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION

Contractor shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences in California. The overarching strategic plan should address broad census goals and objectives and specific outreach strategies, as well as integrate with other outreach efforts. The plan shall be submitted to the CCC Office as described in Task 1.

4. RESPONSIBILITIES & REQUIREMENTS

The board resolution, order, motion, ordinance or similar document shall be approved by the State before the parties can enter into a valid contract. The Contractor shall not perform any tasks prior to contract execution. A list of all tasks and deliverables are set forth below.

Administrative Requirement - Board Resolution	
Each county is required to have a Board legally binding resolution, order, motions or ordinance or similar document from the local governing body authorizing execution of the agreement.	
Task 1 -- Strategic Plan	
Within sixty (60) days of entering into contract, the Contractor must provide the State with the Contractor's Strategic Plan, which shall address subtasks 1.1 through 1.11. The CCC Office must approve (in writing) the Strategic Plan.	
1.1	Outreach Plan – Contractor shall provide a plan that includes a local, grassroots approach to reaching the least likely to respond with specific strategies, tactics and timeline(s), as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the census 2020 questionnaire. Further components are listed below:
1.2	Approach -- Contractor shall describe its approach to outreach, including: <ul style="list-style-type: none"> • Identification of least likely to respond areas and populations vis-a-vis census tracts within the local jurisdiction. • Describe research methodology used to identify HTC/least likely to respond populations, barriers, challenges and opportunities for outreach
1.3	Partnership Coordination -- Contractor shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the CCC Office, cities, schools, CBOs, and other civil society organizations to avoid duplication and to identify methodology to address gaps.

1.4	Resources and Infrastructure -- Contractor shall provide a primary designee who has geographic information systems (GIS) knowledge that will interface with the Statewide Outreach and Rapid Deployment (SwORD) mapping portal. Contractor shall also provide a plan for establishing, managing, and announcing QACs and/or QAKs which should include locations and resources. Contractor shall work with their assigned State RPM to activate a reasonable number of QACs/QAKs within their local jurisdiction.
1.5	Contractor shall provide geospatial data or mapping of the following: <ul style="list-style-type: none"> • County HTC/least likely to respond areas • County resources/office to be leveraged in outreach to the HTC/least likely to respond • Potential partners including CBOs and any other partners across various sectors
1.6	Language Access Plan – California has over 200 non-English languages spoken across the state. Contractor shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction.
1.7	Local Complete Count Committee (LCCC) -- Structure of the county's LCCC and organization chart, if available.
1.8	Workforce Development -- Plan describing how the county may assist the U.S. Census Bureau with local hiring of census enumerators and other personnel. Based on previous census efforts, it is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively.
1.9	Budget -- Contractor shall provide a budget proposal of the County's allocated funding provided by the State including, but not limited to: <ul style="list-style-type: none"> • Administrative costs (not to exceed 10% of total allocation) • Outreach (e.g. events, meetings, materials, etc.) • Media
1.10	Timeline of activities during the term of this contract.
1.11	Contractor to describe its plan to measure results throughout the contract such as: <ul style="list-style-type: none"> • Accountability Measures • Data to be collected – Type and Quantity • Evaluation Methodology/Approach

Task 2 - Monthly Meetings	
2.0	Immediately upon contract execution, the Contractor shall participate in monthly in-person meetings or phone calls with the area's assigned State Regional Program Manager (RPM) to discuss operations and provide updates of the strategic plan and progress. The monthly meetings shall continue through September 30, 2020. The Contractor shall be responsible for scheduling monthly meetings with the RPM.
Task 3 - Quarterly Written Reports	
3.0	<p>Immediately upon contract execution or starting April 1, 2019, whichever comes later, the Contractor shall provide two written quarterly reports to the assigned RPM, with the first due April 1, 2019 and the second due July 1, 2019. The quarterly written reports must include:</p> <ul style="list-style-type: none"> • Information for SwORD data uploads, upon request by the RPM • Language access plan updates • Calendar and event updates • Budget Update • Other criteria to be determined by the RPM (e.g. Activity Summary, Deliverable Status, Concerns/Issues)
Task 4 - Implementation Plan	
4.0	<p>An Implementation Plan is due by October 30, 2019. The Implementation Plan shall include:</p> <ul style="list-style-type: none"> • Overview of outreach and marketing/communications • List of subcontractors, including address, audience reached • Non-Response Follow-Up (NRFU) Period Plans and Activities, specifically during the May- August 2020 timeframe • Update on Task 1.11
Task 5 - Final Report	
5.0	<p>A final report is due on September 30, 2020. At a minimum, the final report shall include:</p> <ul style="list-style-type: none"> • Local response outcome including specific self-response rate • Overview of NRFU activities • Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign • Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California • Evaluations, criteria used and further recommendations for 2030

5. PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT

State (Regional Program Manager):		Contractor: County	
Name:	Cecil Fournoy Patricia Vazquez Topete	Name:	Dulce Alonso
Telephone Number:	(916) 214-7484 (916) 718-4911	Telephone Number:	(831) 636-4000
Address	400 R Street, Suite 359 Sacramento, CA 95811	Address	481 4th Street Hollister, CA 95023
E-mail address	cecil.fournoy@census.ca.gov Patricia.vazquez-topete@census.ca.gov	E-mail address	dalonso@cosb.us

Direct all financial and administrative inquiries to:

State:		Contractor: County	
Name:	Sara Murillo, Assistant Director of Administration	Name:	Dulce Alonso
Telephone Number:	(916) 852-2020	Telephone Number:	(831) 636-4000
Address	400 R Street, Suite 359 Sacramento, CA 95811	Address	481 4th Street Hollister, CA 95023
E-mail address	sara.murillo@census.ca.gov	E-mail address	dalonso@cosb.us

6. DELIVERABLE SCHEDULE

	Milestone	Payment Amount	Timeline
1	Board Resolution (Upon contract execution)	10% of Total Contract Amount, less 10% withhold	Upon Receipt by the State
2	Strategic Plan	35% of Total Contract Amount, less 10% withhold	Upon State Approval
3	First Quarterly Report	10% of Total Contract Amount, less 10% withhold	April 1, 2019
4	Second Quarterly Report	10% of Total Contract Amount, less 10% withhold	July 1, 2019
5	Third Quarterly Report Implementation Plan (January 2020- July 2020)	25% of Total Contract Amount, less 10% withhold	September October 30, 2019
6	Completion / Results of Outreach Implementation of Outreach (Final plans for Census week of outreach events)	Release of Withhold	February January 15, 2020
7	NRFU Plan	5% NRFU Plan	April 15, 2020
8	Final Report	5% of Total Contract Amount	September 30, 2020

7. DOCUMENTS AND DELIVERY

1. Document Format

- a. All documents shall be provided in a format compatible with the State Census Office standard applications (currently, Microsoft Office and Adobe). In all cases, the Contractor shall verify application compatibility with the State Contract Manager prior to creation or delivery of any document. Any deviations to these standards shall be approved by the State's Contract Manager.
- b. The delivery media shall be compatible with the State storage devices. (currently, USB Flash Drives or CD/DVD ROM)
- c. Contractor shall have the capability to collect and store data in formats such as Excel, .csv or others used in geographic information systems.
- d. Internet access is required.

2. Electronic and hard copy submissions:
 - a. One (1) electronic copy and two (2) hard copies of all documents are to be submitted to:

California Complete Count – Census 2020
Attn: Contracts Unit
Agreement # CCC-18-20028
400 R Street, Suite 359
Sacramento, CA 95811
Contracts@census.ca.gov

8. SUBSTITUTE PERSONNEL

1. If the Contractor's assigned representative is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.
2. If the addition or substitution of Contractor personnel does not increase the total cost of the Agreement, no amendment shall be required to make this change(s) to the Agreement.

9. TERM OF AGREEMENT

This Agreement will commence on the start date as noted on the Standard Agreement, STD 213, or the date approved by the State Census Office, whichever is later, and no work shall begin before that time. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the State Contract Manager. This Agreement shall expire on the date noted on the STD 213.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures in accordance with the rates/costs specified herein.

BREAKDOWN OF PAYMENT

Total Allocation: \$ 75,000.00

	Milestone	Payment Percentage	Invoice Amount	Actual Payment (Less Withhold)	Payment Date
1	Board Resolution**	10%	\$7,500.00	\$6,750.00	Upon Receipt
2	Strategic Plan**	35%	\$26,250.00	\$23,625.00	Upon State Approval
3	Quarterly Report**	10%	\$7,500.00	\$6,750.00	April 1, 2019
4	Quarterly Report**	10%	\$7,500.00	\$6,750.00	July 1, 2019
5	Implementation Plan (January 2020- July 2020) **	25%	\$18,750.00	\$16,875.00	September 30, 2019
6	Implementation Outreach	Release of Withhold		\$6,750.00	
7	NRFU Plan	5%	\$3,750.00	\$3,750.00	
8	Final Report	5%	\$3,750.00	\$3,750.00	September 30, 2020
Total Contract:				\$ 75,000.00	

**** Payments 1- 5 shall include a 10% withhold pursuant to Public Contract Code section 10346.**

Contractor will be paid for satisfactorily completing each task through a series of progress payments. Pursuant to California Public Contract Code section 10346 and State Contract Manual Vol. I, Section 7.33, each progress payment will contain a 10% withhold to be paid according to the dates set forth in the table ~~below~~ **above**.

- A. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.
- B. The Contractor shall submit invoices **upon receipt of written approval of each deliverable by the assigned Regional Program Manager**, in accordance with the payment schedule above. **The CCC Office's acceptance of each deliverable is required before invoicing and payment of deliverables. The CCC Office may not be invoiced for any costs exceeding the maximum amount identified for each specific deliverable. Any invoiced amount in excess of the percentages listed above will not be paid by the CCC Office.**

Invoices must include the following:

- 1) State Agreement number;
- 1) Invoice number;
- 2) Invoice date;
- 3) Invoice total;
- 4) Contractor's remittal address;
- 5) Billing and/or performance period covered by invoice;

C. Invoices shall be submitted physically to the address listed below:

California Complete Count – Census 2020
Administration Office
Agreement # CCC-18-20028
400 R Street, Suite 359
Sacramento, CA 95811

2. BUDGET CONTINGENCY

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement to the Contractor to reflect a reduction in the amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

4. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State's written notice.
- C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor's corrected Final Invoice fails to correct the disputed item, the State shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions Section 5.A above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC-04/2017)

The General Terms and Conditions are herein incorporated by reference and are available at the Internet site:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERFORMANCE COMMENCEMENT

This Agreement is of no force and effect until signed by both Parties.

2. RIGHT TO TERMINATE

The State reserves the right to terminate this Agreement without cause upon thirty (30) days advance written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the State may terminate the Agreement for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the State’s notification to the Contractor. In the event of such termination, the State may proceed with the work in any manner deemed proper by State and all costs to the State shall be deducted from any sum due to the Contractor under this agreement.

This parties may agree to suspend or cancel the agreement if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

3. AMENDMENTS

Upon mutual consent, CCC Office and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

4. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. CONTRACTOR STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California Complete Count – Census 2020 or the State of California.

6. COPYRIGHT

All rights in copyright works created by the Contractor or any of its subcontractors in the performance of work under this contract are the property of the State.

7. INSURANCE REQUIREMENTS

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the contract.
- 8) Satisfying a SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- 9) Available Coverages/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.
- 10) Subcontractors – In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, Contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

- 11) **Volunteers** - In the case of Contractor and/or Permittee's utilization of Volunteers to complete the contracted scope of work, Contractor and/or Permittee shall take reasonable steps necessary to extend insurance coverage for volunteers who are performing 2020 census outreach services. Coverage limits must be per occurrence as set forth herein for commercial general liability, auto, and worker's compensation. If the Contractor's insurance plan does not extend Workers' Compensation Insurance and Automobile Liability Insurance Coverage to volunteers and it would be unreasonable or a hardship for the Contractor to obtain coverage, the Contractor shall require all volunteers to complete a Release and Waiver of Liability (see attachment A).

B. Insurance Requirements: The Contractor shall furnish to the State evidence of the following required insurance:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one-million dollars (\$ 1,000,000.00) per occurrence and two-million dollars (\$ 2,000,000.00) aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

The policy must include the following additional ensured designation and endorsement:

“California Complete Count – Census 2020, State of California, its officers, agents, and employees are included as additional insureds, but only with respect to work performed under this contract.”

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time).
- 3) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who shall be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State (Census). A waiver of subrogation in favor of the State of California shall be provided.

- 4) Professional Liability Contractors shall maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate covering any damages caused by negligent error, act, or omission. The policy's retroactive date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins. Contractor is responsible for maintaining continuous coverage for up to three (3) years after the notice of completion of the contract.

Subsequent renewals of the insurance certificate shall be sent to CCC Office, c/o Census, Attn: Sara Murillo, 400 R Street, Suite 359, Sacramento, California 95811. This name and address shall appear on the certificate as the certificate holder.

8. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

~~9. POLITICAL REFORM ACT~~

~~The contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political reform Act, Exhibit D, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission form 700) upon assuming office, annually, and within 30 days after leaving office.~~

9. SETTLEMENT OF DISPUTES

In the event of a dispute, the Contractor shall file a written dispute notice with the State Contract Manager within ten (10) State business days after discovery of the problem. Pending resolution of any dispute, the Parties shall continue to perform under this Agreement, and Contractor shall diligently continue all work and comply with all of the State Contract Manager's orders and directions.

- A. The written dispute notice shall contain the following information:
- 1) The decision under dispute;
 - 2) The reason(s) the Contractor believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions);
 - 3) Identification of all documents and substance of all oral communications that support the Contractor's position; and
 - 4) The dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the State Contract Manager will examine the matter and issue a written decision to the Contractor within ten (10) State business days. The decision shall contain the following information:
- 1) A description of the dispute;
 - 2) A reference to pertinent Agreement provisions, if applicable;
 - 3) A statement of the factual areas of the agreement or disagreement; and
 - 4) A statement of the representative's decision with supporting rationale.

- C. The decision of the State Contract Manager shall be final unless, within thirty (30) calendar days from the date of the receipt of the State Project Director's decision, the Contractor files with the State a notice of appeal addressed to:

California Complete Count Census 2020
Attn: Director
400 R Street, Suite 359
Sacramento, CA 95811

The decision of the Director or the Director's designee shall be final.

10. ENTIRE AGREEMENT

This Agreement (including the Exhibits and documents incorporated into this Agreement by reference) is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior contracts or prior representations, oral or written, between the Parties relating to the subject matter of this Agreement.

~~11. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700~~

- ~~A. The County Employee is subject to the following incompatible activities provision of Government Code section 1126 during the term of this Agreement:
“(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b).”~~
- ~~B. Any employment or other arrangement for compensated services by a county employee performing services pursuant to this agreement with a community-based organization or media service during the performance of this contract, shall be deemed an incompatible activity within the meaning of Government Code section 1126, subdivision (a), and is prohibited during the term of this Agreement.~~
- ~~C. The Contractor staff is subject to the State's conflict of interest laws, and as such will be required to complete the Statement of Economic Interests, Form 700, prior to performing any work under this Agreement, on an annual basis thereafter, and within 30 days of leaving office: <http://www.fppc.ca.gov/Form700.html>. In addition, upon Agreement award and every two (2) years thereafter, Contractor staff shall complete the State's online Ethics Training Course, as maintained by the California Office of the Attorney General, and submit the certificate of completion to the State Project Director or designee.~~

11. DATA SECURITY

Contractor will be required to sign a data security policy prior to uploading any data and/or documents into SwORD. Contractor shall provide the signed policy to the CCC Office within ten days (10) of receiving the document and request for signature.

12. PROTECTION OF STATE FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL AND OTHER DATA

All financial, statistical, personal, technical, and other data and information relating to the State's operation that are designated confidential by the State and made available to County employee(s) in order to perform under this Agreement, or which become available to County employee(s) in performing under this Agreement, shall be protected by the Contractor and the County employee(s) from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor and the County employee(s). If the methods and procedures employed by the Contractor and the County employee(s) for the protection of the Contractor's and County employee(s)' data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State to carry out the intent of this paragraph. The Contractor and the County employee(s) shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor or County employee(s)' possession, is independently developed by the Contractor or the County employees outside the scope of this Agreement or is rightfully obtained from third parties.

This shall apply to all Contractors whose terms with Census require or permit access to Confidential or Sensitive Information in conducting business with Census or performing duties under a Contract with Census. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information in accordance with Exhibit D, Attachment D-1. Also a Nondisclosure Certificate, Exhibit D, Attachment D-2, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to Census prior to being allowed such access.

13. Background Checks

For anyone performing part of the Scope of Work for this Agreement (including contractor's employees, independent contractors, subcontractors or volunteers) who will have regular or direct contact with minors (i.e., going door-to-door, volunteering alongside minors, attending outreach events where minors are present), Contractor must verify that the worker is not on any state or federal sex offender registry. Contractors may access records from the Megan's Law website (<http://www.meganslaw.ca.gov/>) to conduct a California state sexual offender registry check. For a national sexual offender registry search, Contractors may access the U.S. Department of Justice's website (www.nsopr.gov) and/or the Federal Bureau of Investigation's website (www.fbi.gov/scams-safety/registry).

14. QAC/QAK ACCESSIBILITY REQUIREMENT

Contractor shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 (Act), as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations,

which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies Section 508, requiring accessibility of EIT. To the extent that this contract falls within the scope of Government Code Section 7405, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

15. AMERICANS WITH DISABILITIES ACT

Contractor assures the state that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

16. ANTIDISCRIMINATION

As a recipient of State Funds, the CCC Office is required to comply with California Government Code Section 11135, which prohibits discrimination against any person under any program or activity that is funded by the state. Contractor agrees to comply with Section 11135 in performing services for the CCC Office.

17. LANGUAGE ACCESS

Contractor agrees to comply with the CCC Office's Language and Communication Access Plan (LACAP).

EXHIBIT D, ATTACHMENT D - 1

PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

1. For purposes of this Exhibit, "Contractor" means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Government Operations Agency ("Census") or the Complete Count Census 2020 Program. (Census 2020) pursuant to a contract, research agreement, or other contractual vehicle (collectively "Contract"). The term "Contractor" also includes Contractor's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with Census require or permit access to Confidential or Sensitive Information in conducting business with Census or performing duties under a Contract with Census.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), including any documents the State deems subject to withholding under California Government Code Section 6254) including any documents the State deems subject to withholding under California Government Code Section 6254), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.

7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify Census promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to Census) without prior written approval from Census.
14. The deliberative processes, discussions, communications, or any other portion of the negotiations with Contractor regarding this Agreement shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates, and are not considered a waiver by the State of its rights under California Government Code Section 6254.5. No such information or documentation thereof shall be released, published or made available to any person (except to the CCC Office) without prior approval from the CCC Office
15. At or before the termination date of the Contract, Contractor shall either
 - A. destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or
 - B. return all Confidential and Sensitive Information to Census; or

C. if required by law to retain such information beyond the termination date of the contract, provide for Census' review and approval a written description of

- (1) applicable statutory or other retention requirements;
- (2) provision for confidential retention in accordance such requirements and the terms of this Exhibit and
- (3) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.

- 16. Contractor agrees that the data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that data custodian shall cooperate fully in such investigations.
- 17. Contractor's data custodian shall be responsible for all costs incurred by the data owner due to security incident resulting from the data custodian's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the contractor experiences a loss or breach of data, the contractor shall immediately report the loss or breach to the data owner. If the data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the contractor will bear any and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
- 18. Contractor shall cooperate with Census' Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
- 19. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

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EXHIBIT D, ATTACHMENT D - 2

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit D, Attachment D-1 of Agreement Number _____, between _____, and the Government Operations Agency or the Complete Count Census 2020 Program. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit D, Attachment D-1. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate):

San Benito County

Date: _____

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EXHIBIT D - ATTACHMENT D - 3

VOLUNTEERS RELEASE AND WAIVER OF LIABILITY

In consideration of participating in any volunteer work or activity of _____ (hereinafter Contractor Organization), together with its directors, officers, successors, agents and assigns, the State of California and/or the California Complete Count – Census 2020 Office, its officers, employees, or agents (collectively referred to as “the State of California”), including any volunteer work, travel, or other activities (the “Activities”) run, sponsored and/or held by Contractor Organization or the State of California:

I, _____ hereby freely, voluntarily and without duress execute this Release and Waiver of Liability. I understand that the Activities may include, among other things, attending rallies or events, going door-to-door educating people in Hard-to-Count communities regarding the importance of the 2020 Census, driving and/or transporting supplies to and from various locations as necessary by personal automotive vehicle.

RELEASE AND WAIVER. I do hereby release and forever discharge, hold harmless and agree to indemnify Contractor Organization and the State of California from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my Activities with Contractor Organization and/or the State of California. I understand that this Release discharges Contractor Organization and the State of California from any liability or claim I may have against Contractor Organization or the State of California with respect to any bodily injury, personal injury, illness, mental duress, death or property damage that may result from my Activities with Contractor Organization and/or the State of California, whether caused by the negligence of Contractor Organization and/or the State of California, or as a result of my participation in the Activities. I will indemnify, defend, save and hold Contractor Organization and the State of California harmless from any loss, liability, damage or cost which may be incurred as the result of such claim. I understand that Contractor Organization and the State of California do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

KNOWING AND VOLUNTARY EXECUTION: I acknowledge that I have carefully read and fully understand the contents and legal ramifications of the Release. I understand this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature

Date

Full Name (Print)

Address

Phone Number

E-mail

Emergency Contact

Phone Number

**SAMPLE WAIVER FORM
TO BE COMPLETED AND SIGNED BY
CONTRACTOR'S VOLUNTEERS**

EXHIBIT E

EQUIPMENT PURCHASES

Equipment, including supplies (pens, pencils, paper, etc.), may be furnished or reimbursed through this agreement if it will be used in the performance of the scope of work of this Agreement, subject to the following restrictions which apply regardless of whether the purchase(s) is made by the Contractor or subcontractors.

1) Definitions:

- a. **Major Equipment:** Major equipment includes any tangible or intangible items that have a normal life expectancy of one year or more and an approximate unit price of **\$5,000 or more**. Software and videos are examples of intangible items.
 - i. Only items having a per unit price of \$5000 are non-expendable (e.g., four identical assets which cost \$3000 each, for a \$12,000 total, would not meet the definition).
- b. **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by the Census Office or the cost is reimbursed through this Agreement.
- c. **Theft-Sensitive Equipment Costing Less than \$5,000:** Theft sensitive equipment costing less than \$5,000 is any equipment susceptible to theft, such as computers, laptops, tablets, monitors, mobile phones and related equipment.

2) Authority to Purchase. Unless waived or otherwise stipulated in writing by the Census Office, prior written authorization from the assigned Regional Program Manager (RPM) and Assistant Director of Administration will be required before the Contractor will be reimbursed for any purchase of **Major Equipment**. Contractors should lease equipment if doing so would be more cost effective.

- a. The Contractor must provide in its request for authorization all particulars necessary, as specified by the Census Office, for evaluating the necessity and reasonableness of incurring such costs, including an explanation why leasing is not more cost effective. Contractor must include documentation showing that it made a diligent effort to secure at least three quotes. If three quotes cannot be obtained, a list of organizations or individuals solicited must be prepared and signed by Contractor's Contract Manager.
- b. For all other equipment purchases not qualifying as Major Equipment, Contractor is not required to obtain prior authorization to purchases. However, contractors shall receive at least three quotes for such purchases. Documentation must be retained in Contractor's contract file and provided to the Census Office upon request.
- c. The Census Office reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that Census Office determines to be unnecessary in carrying out performance under this Agreement.

3) Maximum Equipment Budget. Equipment purchases shall not exceed 10 percent of the Contract budget for the term of this Agreement without prior written authorization by the assigned RPM and Assistant Director of Administration.

4) Invoicing and Reporting. In order to be reimbursed for purchases of Major Equipment and Theft-Sensitive Equipment Costing Less than \$5,000, Contractor must submit a copy of the receipt and documentation of the serial number and model number with the invoice for such item(s). To report

the receipt of said items and to receive property tags, Contractor shall use a form or format designated by the Census Office. If the appropriate form does not accompany this Agreement, Contractor shall request a copy from the assigned RPM.

- 5) Ownership and inventory.** Unless stipulated otherwise by the Census Office, all equipment purchased/reimbursed with agreement funds or furnished by the Census Office under the terms of this Agreement shall be considered state equipment and the property of the Census Office.
- a. The Census Office requires the reporting, tagging and inventorying of all Major Equipment and/or property that is furnished by the Census Office or purchased/reimbursed with funds provided through this Agreement. In addition, Theft-Sensitive Items of Equipment Costing Less than \$5,000 must be tagged and inventoried.
 - b. Upon receipt of the invoicing and supporting documentation (see paragraph 4 above), the Census Office will send Contractor equipment tags and instructions for tagging.
 - i. For Major Equipment and Theft-Sensitive Equipment Costing Less than \$5000 purchased by Contractor prior to the effective date of this Amendment, Contractor shall send the assigned RPM a copy of the inventory record (see subsection (c) below) within 30 days of the effective date of this Amendment (Amendment 1). Upon receipt of the inventory record, the Census Office will send Contractor equipment tags and instructions for tagging.
 - c. The contractor shall maintain an inventory record for Major equipment purchased or built with funds provided under this Agreement. In addition, Theft-Sensitive Items of Equipment Costing Less than \$5,000 (such as laptops and tablets) shall be inventoried. The inventory record of each item of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. A copy of the inventory record must be submitted to the State on request by the State for inspection or audit.
- 6) Use of Equipment.** Unless otherwise stipulated by the Census Office in writing, equipment purchased/reimbursed with agreement funds or furnished by the Census Office under the terms of this Agreement, shall only be used for performance of this Agreement.
- 7) Protection of Equipment.** The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of all state equipment and/or property.

In administering this provision, the Census Office may require the Contractor to repair or replace, to the Census Office's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the RPM.

- 8) Disposition. Within sixty (60) calendar days prior to the termination or end of this Agreement,** the Contractor shall provide a final inventory report of both Major Equipment and Theft-Sensitive Equipment Costing Less than \$5,000 to the assigned Census Office RPM and shall, at that time, query the Census Office as to the requirements, including the manner and method, of returning state equipment and/or property to the Census Office. The Census Office may request such equipment be returned to the State, with costs incurred by the contractor for such return being reimbursed by the Census Office and according to Census Office instructions. Equipment disposition instructions shall be issued by the Census Office immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, the Census Office may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different state agreement.

All surplus IT equipment regardless of cost will be handled in accordance with the State Administrative Manual, Chapter 5900 – Disposal of IT Equipment.

Alternatively, in order to facilitate Public Contract Code Section 10389.2 (SB 493, Padilla, 2011) which aims to bridge the digital divide, the Census Office may provide surplus information technology equipment to qualified Public Computer Centers for less than fair market value. For Public Computer Center eligibility information, please visit:

<https://www.dgs.ca.gov/OFAM/Services/Page-Content/Office-of-Fleet-and-Asset-Management-Services-List-Folder/Acquire-IT-Equipment-for-Public-Computer-Centers>.

- 9) If there are any questions about these definitions, please contact the assigned Census Office Regional Program Manager (RPM).

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