

**AGREEMENT REGARDING  
CALIFORNIA COMPLETE COUNT 2020 CENSUS OUTREACH**

THIS AGREEMENT (the "Agreement"), is entered into as of the date signed by the last party between the COUNTY OF TULARE, a political subdivision of the State of California ("County"), and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, a joint powers authority established under the laws of the State of California ("TCAG"). County and TCAG are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. The County has received a grant subject to the terms and requirements of State Contract No. CCC-18-20042 (Tulare County Agreement No. 26072), hereinafter referred to as the "State Grant Agreement" and attached hereto as Exhibit 1 and incorporated herein by reference as if set out in full, from California Complete Count Census 2020 to carry out certain "California Complete Count Campaign - Census 2020" outreach activities within Tulare County.
- B. The County desires to contract with a qualified public agency to provide the services, carry out the activities and meet the requirements set forth in the State Grant Agreement.
- C. TCAG has provided similar services to County in the past, and is qualified and willing to provide such services and carry out such activities in compliance with the terms and conditions set forth in the State Grant Agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **SERVICES:** TCAG shall provide the services and carry out the activities required of the County by the State Grant Agreement, including the submission of all reports, plans and required information, and shall comply with all conditions, terms and requirements of the State Grant Agreement imposed on the County and its subcontractors in providing such services and carrying out such activities. Any reports, plans, or other deliverables that TCAG is required to submit to the State in accordance with the State Grant Agreement shall be submitted to the County for review and comment prior to delivery to the State. TCAG shall, to the extent feasible, submit the draft Strategic Plan to the County fifteen (15) days prior to the date it is due to the State. TCAG shall, to the extent feasible, submit other deliverables to the County at least two (2) working days prior to when those deliverables are due to the State, unless another time frame is mutually agreed to by the County and TCAG.

County will assist TCAG in meeting the objectives provided in the State Grant Agreement by making appropriate County facilities available as Questionnaire Assistance Centers (QACs) or Questionnaire Access Kiosks (QAKs), and also providing information relevant to this grant performance to TCAG, as deemed necessary and appropriate. Whether a County facility will be an appropriate location for a QAC or QAK will be determined mutually by the Parties' representatives. Any County facilities made available as a QAC or QAK shall be provided to TCAG without any additional charge to TCAG.

2. **PAYMENT FOR SERVICES:** The County shall pay TCAG the grant proceeds paid to the County under the State Grant Agreement in the same amount, at the same time plus reasonable processing time (not to exceed 30 days beyond when County receives the grant funding), and subject to the same requirements that payment by the State is made to the County under the State Grant Agreement Exhibit B. TCAG shall be subject to the same requirements applied to the County by the State through Exhibit B to the State Grant Agreement, including repayment requirements or denial of payment for failure to comply with the terms and conditions of the State Grant Agreement.

3. **INSURANCE:** Before approval of this Agreement by COUNTY, TCAG must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the State Grant Agreement Exhibit D section 7 subsection B. The County provides TCAG's worker's compensation insurance, as TCAG employees are County employees. TCAG also currently obtains its other insurance coverages through the County.

4. **COMPLIANCE WITH LAW:** TCAG shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to TCAG's employees, County shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

5. **RECORDS AND AUDIT:** TCAG shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, in compliance with the requirements of the State Grant Agreement imposed upon the County. In addition, TCAG shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, TCAG shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

6. **INDEMNIFICATION:**

(a) TCAG shall hold harmless, defend and indemnify County and the State of California and its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including County or State of California property, arising out of the negligence or willful acts or omissions of TCAG and its officers and agents; except that this indemnification provision specifically excludes any agreement to hold harmless, defend, or indemnify County against the acts or omissions of TCAG's employees, when such employees are also County employees. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

(b) County shall hold harmless, defend and indemnify TCAG and its officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind,

including death or injury to any person and/or damage to property, including County or State of California property, arising out of the negligence or willful acts or omissions of County and its officers and agents. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

7. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

(a) Without Cause: Either party may terminate this Agreement without cause by giving 30 days' prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to TCAG the compensation for work satisfactorily performed and not previously paid for to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from TCAG of all plans, specifications and estimates, and other documents prepared by TCAG in accordance with this Agreement.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- i. Be adjudged a bankrupt, or
- ii. Become insolvent or have a receiver appointed, or
- iii. Make a general assignment for the benefit of creditors, or
- iv. Suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- v. Materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. County will pay to TCAG the compensation for work satisfactorily performed and not previously paid for to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from TCAG of all plans, specifications and estimates, and other documents prepared by TCAG in accordance with this Agreement.

(c) Effects of Expiration of Termination: Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

8. **REDUCTION OR TERMINATION OF FUNDING:** TCAG acknowledges that the County is depending upon the funding provided under the State Grant Agreement to pay for the services and activities required of TCAG by this Agreement. If such funding is reduced, discontinued, or terminated, the County may, in the exercise of its sole discretion, reduce the services or activities to be provided under this Agreement by TCAG, and/or suspend TCAG's provision of services or activities under this Agreement, by providing notice to TCAG's Executive Director, effective immediately or on such date specified,.

Upon notice of a decision to reduce the services or activities to be provided by TCAG under this Agreement or upon notice of suspension, TCAG shall incur no further costs nor proceed with any compensable activities under this Agreement except as may be specified in such notice. Receipt by TCAG's Executive Director of notice from the State under the State Grant Agreement to the County of reduced funding or termination of funding shall be deemed County notice to TCAG to reduce TCAG's activities under this Agreement if State funding is reduced or to suspend TCAG's activities under this Agreement if State funding is discontinued or terminated. Subsequent to suspension of TCAG's activities under this Agreement, the County may either direct TCAG to resume activities under this Agreement or may exercise its option to terminate this Agreement without cause without any resumption of TCAG activities under this Agreement. The provisions of Paragraph 7, subsection (c) shall also apply in case of any suspension of TCAG's activities under this Agreement.

9. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between TCAG and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

10. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

11. **NOTICES:** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

Attn: County Administrative Officer  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: (559) 636-5005  
Fax No.: (559) 733- 6318

**TCAG:**

Attn: Executive Director

210 N. Church Street, Suite B  
Visalia, CA 93291  
Phone No.: (559) 623-0450  
Fax No.:(559) 733-6720

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5<sup>th</sup>) calendar day after the date of mailing. Either Party may change the above address by giving written notice pursuant to this paragraph.

12. **CONSTRUCTION:** This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

13. **NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

14. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Tulare County, California.

15. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

16. **EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

17. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement shall continue in full force and effect.

18. **FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

19. **ASSURANCES OF NON-DISCRIMINATION:** The Parties expressly agree that they will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. TCAG expressly agrees to comply with the requirements of the State Grant Agreement in this regard, in particular Exhibit C, Paragraph 10 of that agreement, and to expressly require the same of any subcontractors.

20. **CONFLICT OF INTEREST:**

(a) At all times during the performance of this Agreement, the Parties must comply with the laws of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 *et seq.*, and the Political Reform Act, Government Code Section 81000 *et seq.*, and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including TCAG for this purpose, from making any decision on behalf of County in which the officer, employee, or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant/contractor participates in or influences any County decision that has the potential to confer any pecuniary benefit on TCAG or any business firm in which TCAG has an interest, with certain narrow exceptions. Other activities deemed incompatible pursuant to Exhibit D of the State Grant Agreement are also expressly prohibited.

(b) TCAG agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform County and provide all information needed for resolution of this question.

21. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, County is relying on the personal skill, expertise, training and experience of TCAG and no part of this Agreement may be assigned by either party without the prior written consent of the other party. However, TCAG may subcontract, including with cities and community based groups and for professional services, as necessary to carry those services and activities specified in the State Grant Agreement, particularly in Exhibit A of the State Grant Agreement and in the State approved Strategic Plan and Implementation Plan referred to therein and prepared by TCAG on behalf of the County.

22. **DISPUTE RESOLUTION:** If a dispute arises between the Parties out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The mediator shall be mutually selected by the Parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties, otherwise each Party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either Party may pursue litigation to resolve the dispute.

TCAG or County disputes with the State of California shall be resolved in accordance with the terms of the State Grant Agreement, with notice to the other Party.

23. **TERM:** This Agreement shall become effective as of the date first set out above and shall terminate upon completion of all of the terms and conditions of the State Grant Agreement unless terminated sooner as provided in this Agreement.

24. **RECYCLED PAPER CONTENT:** To the extent TCAG's or its subcontractors'

services under this Agreement include printing services, pursuant to Public Contract Code section 22153, TCAG and its contractors shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

25. **AUTHORITY:** The Parties represent and warrant that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind the Party to its terms. The Parties have each relied upon this representation and warranty in entering into this Agreement.

26. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Bob Link  
Vice-Chair, Board of Governors

ATTEST: Ted Smalley  
Executive Director

By \_\_\_\_\_

Approved as to Form  
TCAG Legal Counsel

By \_\_\_\_\_  
Deputy County Counsel  
Matter # 2019330

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Kuyler Crocker  
Chairman, Board of Supervisors

ATTEST: Jason T. Britt  
CAO/Clerk of the Board

By \_\_\_\_\_

Approved as to Form  
County Legal Counsel

By *Alli M*  
Deputy County Counsel  
Matter # 2019612



# Exhibit 1 – State Grant Agreement

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER <b>CCC-18-20042</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Government Operations Agency - California Complete Count - Census 2020

CONTRACTOR NAME

Tulare County

2. The term of this Agreement is:

START DATE

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

THROUGH END DATE

December 31, 2020

3. The maximum amount of this Agreement is:

Five hundred eighty-two thousand seven hundred and fourteen dollars and zero cents (\$582,714.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Statement of Work	10
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	1
Exhibit D	Special Terms and Conditions	6

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)*

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

APPROVE AS TO FORM:

COUNTY COUNSEL

BY Barbara South DEPUTY  
2019143

**CONTRACTOR**

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

Tulare County

CONTRACTOR BUSINESS ADDRESS

800 West Burrel Avenue

CITY

Visalia

STATE

CA

ZIP

93291

PRINTED NAME OF PERSON SIGNING

Wayler Crocker

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

*Wayler Crocker*

DATE SIGNED

3-20-19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Government Operations Agency - California Complete Count - Census 2020

CONTRACTING AGENCY ADDRESS

100 R Street, Suite 359

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

María Murillo

TITLE

Assistant Director of Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**TULARE COUNTY AGREEMENT NO. 26072**

**EXHIBIT A**

**(Standard Agreement)**

**STATEMENT OF WORK (SOW)**

County of Tulare, 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.

**1. 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.

**2. 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.

### **3. 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.

#### **4. 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.

**5. 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.

<b>Administrative Requirement - Board Resolution</b>	
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.	
<b>Task 1 -- Strategic Plan</b> 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"> <li>• Identification of least likely to respond areas and populations vis-a-vis census tracts within the local jurisdiction.</li> <li>• Describe research methodology used to identify HTC/least likely to respond populations, barriers, challenges and opportunities for outreach</li> </ul>
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	<p>Contractor shall provide geospatial data or mapping of the following:</p> <ul style="list-style-type: none"> <li>• County HTC/least likely to respond areas</li> <li>• County resources/office to be leveraged in outreach to the HTC/least likely to respond</li> <li>• Potential partners including CBOs and any other partners across various sectors</li> </ul>
1.6	<p>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.</p>
1.7	<p>Local Complete Count Committee (LCCC) -- Structure of the county's LCCC and organization chart, if available.</p>
1.8	<p>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.</p>
1.9	<p>Budget -- Contractor shall provide a budget proposal of the County's allocated funding provided by the State including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Administrative costs (not to exceed 10% of total allocation)</li> <li>• Outreach (e.g. events, meetings, materials, etc.)</li> <li>• Media</li> </ul>
1.10	<p>Timeline of activities during the term of this contract.</p>
1.11	<p>Contractor to describe its plan to measure results throughout the contract such as:</p> <ul style="list-style-type: none"> <li>• Accountability Measures</li> <li>• Data to be collected – Type and Quantity</li> <li>• Evaluation Methodology/Approach</li> </ul>
<p><b>Task 2 - Monthly Meetings</b></p>	
2.0	<p>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.</p>



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

**6. PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT**

<b>State (Regional Program Manager):</b>		<b>Contractor:</b> Tulare County	
Name:	Emilio Vaca	Name:	Alexander Cruz
Telephone Number:	(916) 200-5842	Telephone Number:	(559) 636-5023
Address	400 R Street, Suite 359 Sacramento, CA 95811	Address	2800 West Burrel Ave Visalia, CA 93291
E-mail address	emilio.vaca@census.ca.gov	E-mail address	alcruz@co.tulare.ca.us

Direct all financial and administrative inquiries to:

<b>State:</b>		<b>Contractor:</b> Tulare County	
Name:	Sara Murillo, Assistant Director of Administration	Name:	Alexander Cruz
Telephone Number:	(916) 852-2020	Telephone Number:	(559) 636-5023
Address	400 R Street, Suite 359 Sacramento, CA 95811	Address	2800 West Burrel Ave Visalia, CA 93291
E-mail address	sara.murillo@census.ca.gov	E-mail address	alcruz@co.tulare.ca.us

**7. DELIVERABLE SCHEDULE**

	<b>Milestone</b>	<b>Payment Amount</b>	<b>Timeline</b>
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 30, 2019
6	Completion / Results of Outreach (Final plans for Census week of outreach events)	Release of Withhold	February 15, 2020
7	NRFU Plan	5% NRFU Plan	April 15, 2020
8	Final Report	5% of Total Contract Amount	September 30, 2020

**8. 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-18-20042  
400 R Street, Suite 359  
Sacramento, CA 95811  
[Contracts@census.ca.gov](mailto:Contracts@census.ca.gov)

**9. 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.

**10. 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: \$582,714**

	<b>Milestone</b>	<b>Payment Percentage</b>	<b>Invoice Amount</b>	<b>Actual Payment (Less Withhold)</b>	<b>Payment Date</b>
1	Board Resolution**	10%	\$58,271.40	\$52,444.26	Upon Receipt
2	Strategic Plan**	35%	\$203,949.90	\$183,554.91	Upon State Approval
3	Quarterly Report**	10%	\$58,271.40	\$52,444.26	April 1, 2019
4	Quarterly Report**	10%	\$58,271.40	\$52,444.26	July 1, 2019
5	Implementation Plan (January 2020- July 2020) **	25%	\$145,678.50	\$131,110.65	September 30, 2019
6	Implementation Outreach	Release of Withhold		\$52,444.26	
7	NRFU Plan	5%	\$29,135.70	\$29,135.70	
8	Final Report	5%	\$29,135.70	\$29,135.70	September 30, 2020
			<b>Total Contract:</b>	<b>\$582,714.00</b>	

\*\* Payments 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.

- 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, in accordance with the payment schedule above. Invoices must include the following:
  - 1) State Agreement number;
  - 2) Invoice number;
  - 3) Invoice date;
  - 4) Invoice total;
  - 5) Contractor's remittal address;
  - 6) 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-18-20042**  
**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>

**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 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.

**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.

## **10. 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.

## **11. 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.

## **12. 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.

### **13. 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.

### **14. 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.

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