

# EXHIBIT A

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**Regional Outreach Funding Allocation**  
**Administrative Community-Based Organizations (ACBO),**  
**County/Alternate Fiscal Agent, and County Offices of Education**

<b>Region 1</b>	<b>Amount Allocated</b>
<p align="center">ACBO: Sacramento Region Community Foundation</p> <p>Counties of: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yolo, Yuba</p> <p>County Offices of Education: Butte, El Dorado, Placer, Sacramento, Tehama, Yolo</p>	<p>\$ 3,428,146.22</p>
<b>Region 2</b>	<b>Amount Allocated</b>
<p align="center">ACBO: United Way of the Wine Country</p> <p>Counties of: Del Norte, Humboldt, Lake, Mendocino, Napa, Sonoma, Trinity (CA Center for Rural Policy)</p> <p>County Offices of Education: Humboldt, Napa, Sonoma</p>	<p>\$ 843,122.79</p>
<b>Region 3</b>	<b>Amount Allocated</b>
<p align="center">ACBO - United Way of the Bay Area</p> <p>Counties of: Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, Solano</p> <p>County Offices of Education: Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, Solano</p>	<p>\$ 6,234,350.01</p>
<b>Region 4</b>	<b>Amount Allocated</b>
<p align="center">ACBO: Faith in Action Network</p> <p>Counties of: Alpine, Amador, Calaveras, Madera, Mariposa, Merced, Mono, San Joaquin (City of Stockton), Stanislaus, Tuolumne</p> <p>County Offices of Education: Merced, Stanislaus</p>	<p>\$ 2,645,970.57</p>
<b>Region 5</b>	<b>Amount Allocated</b>
<p align="center">ACBO: Ventura County Community Foundation</p> <p>Counties of: Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Ventura</p> <p>County Offices of Education: Monterey, San Benito, San Luis Obispo, Santa Cruz</p>	<p>\$ 2,506,655.15</p>

<b>Region 6</b>	<b>Amount Allocated</b>
ACBO: Sierra Health Foundation – Center for Health Project Management  Counties of: Fresno, Inyo, Kern, Kings, Tulare  County Offices of Education: Fresno, Kern, Tulare	\$ 5,220,782.97
<b>Region 7</b>	<b>Amount Allocated</b>
ACBO: The Community Foundation  Counties of: San Bernardino, Riverside  County Offices of Education: San Bernardino, Riverside	\$ 5,341,941.29
<b>Region 8</b>	<b>Amount Allocated</b>
ACBO: California Community Foundation  County of: Los Angeles  County Office of Education: Los Angeles	\$ 18,276,331.82
<b>Region 9</b>	<b>Amount Allocated</b>
ACBO: Charitable Ventures of Orange County  County of: Orange  County Office of Education: Orange	\$ 3,077,447.63
<b>Region 10</b>	<b>Amount Allocated</b>
ACBO: United Way of San Diego County  Counties of: San Diego (SANDAG), Imperial  County Office(s) of Education: N/A	\$ 3,533,267.96

# EXHIBIT B

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## County Strategic Plan Due Dates

COUNTY	DUE DATE
Alameda	6/1/2019
Calaveras	6/1/2019
Colusa	6/1/2019
Del Norte	6/1/2019
Fresno	6/1/2019
Imperial	6/1/2019
Inyo	6/1/2019
Kern	6/1/2019
Lake	6/1/2019
Los Angeles	6/1/2019
Marin	6/1/2019
Mendocino	6/1/2019
Monterey	6/1/2019
Napa	6/1/2019
Nevada	6/1/2019
Orange	6/1/2019
Sacramento	6/1/2019
San Benito	6/2/2019
San Francisco	6/2/2019
San Luis Obispo	6/2/2019
Santa Barbara	6/2/2019
Santa Clara	6/2/2019
Santa Cruz	6/2/2019
Shasta	6/2/2019
Solano	6/2/2019
Sonoma	6/2/2019
Stanislaus	6/2/2019
Sutter	6/2/2019
Tulare	6/2/2019
Tuolumne	6/2/2019
Ventura	6/2/2019
Yolo	6/2/2019
Yuba	6/2/2019
Contra Costa	6/7/2019
San Bernardino	6/9/2019
Tehama	6/9/2019

<b>Placer</b>	6/15/2019
<b>Riverside</b>	6/15/2019
<b>Kings</b>	7/12/2019
<b>Madera</b>	7/12/2019
<b>Mariposa</b>	7/12/2019
<b>San Mateo</b>	7/12/2019
<b>Humboldt</b>	8/5/2019
<b>Modoc</b>	8/6/2019
<b>Stockton, City of</b>	8/6/2019
<b>Trinity*</b>	8/6/2019
<b>San Diego*</b>	8/11/19
<b>Merced</b>	8/18/2019

\* Developed by Contracted Alternate Fiscal Agent

# EXHIBIT C

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## California Complete Count – Census 2020 “Count Me In!” Curriculum Pilot

<b>Grade</b>	<b>School Name</b>	<b>School District</b>	<b>County Office of Education</b>
5	Madison Elementary	Central USD	Fresno
5	Laurel Street Elementary	Compton USD	Los Angeles
4/5	Language Academy	Sacramento City USD	Sacramento
8	Mills Middle School <i>(3 classes)</i>	Folsom Cordova USD	Sacramento
8	South Junior High School <i>(2 classes)</i>	Anaheim Union High SD	Orange
8	Rio Vista	Central USD	Fresno
11	Central West High School	Central USD	Fresno
11	Eagle Rock High School	Los Angeles USD	
11	George Washington Carver High School <i>(2 classes)</i>	Sacramento City USD	Sacramento
12	Big Picture Charter	Charter	Fresno
12	New Tech High School	Sacramento City USD	Sacramento



# EXHIBIT D

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## **EXHIBIT A**

### **(Standard Agreement)**

#### **STATEMENT OF WORK (SOW)**

\_\_\_\_\_ County Office of Education, herein called (Contractor or COE) is entering into this agreement with the California Complete Count Census 2020 (CCC Office), hereinafter referred to as “State or CCC Office” to provide 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.

An accurate count supports California’s schools and helps to retain important federal funding of over \$7.5 billion dollars. This includes Title I funds (\$1.9 billion), school lunches (over \$2 billion), and Title III funds (\$168 million) as reported in *The Annual Three Year Federal Fund Expenditure Report*:

<https://www.cde.ca.gov/fq/fr/at/documents/threeyearrpt17-18.xlsx>

In preparation for the 2020 Census, the Governor’s Office 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 State has authorized \$1.75 million to be directed towards school-based outreach efforts.

#### **2. PURPOSE**

The purpose of the State’s California Complete Count Census 2020 schools outreach program is to educate and inform K-12 youth about the U.S. Census process as a part of civic engagement. It is also designed to educate, motivate and activate students, parents and families to engage in the 2020 Census and fill out the 2020 Census questionnaire. Younger youth become trusted messengers to inspire their parents/guardians to participate in the 2020 Census. Older youth may participate directly in the 2020 Census. Additionally, schools serve as trusted environments for students, parents, and families. Schools provide

access to broadband, computers and other resources to complete census questionnaires. This contract proposes to leverage resources at school sites to support the California Complete Count Census 2020 efforts.

### **3. OBJECTIVES**

The State proposes to make funding available to COEs based on a weighted average of Title I and Title III students. The State has identified specific hard-to-count (HTC) demographic populations, otherwise known as 'least likely to respond' to the census questionnaire based on past decennial census enumerations. Children and families living in poverty who qualify for Title I and Title III may be found across the 15 HTC demographics, which include, but is not limited to California's major ethnic populations, individuals with limited English proficiency (LEP), and immigrants & refugees among several others. The CCC Office therefore decided to engage COEs directly in order to most effectively reach the HTC populations who participate in these programs. These contracts will reach over 95% of California's youth touching 98% of youth in Title I schools and 99% of the Title III student population. The selected COEs will collaborate and work with schools in each district to educate and promote the 2020 Census. The COEs will be responsible for educating and engaging K-12 populations as well as providing outreach services to parents/guardians. The COEs will implement outreach activities to encourage full participation and avoid an undercount.

#### **A. THE STATE'S K-12 CENSUS OUTREACH OBJECTIVES ARE:**

1. To further promote awareness about the 2020 Census to the students in hard-to-count areas.
2. To provide funding to COEs with Title I schools and a significant percentage of Title III students (a weighted average) to reach hard-to-count populations.
3. To publicize events that are hosted by school districts and COEs that educate about the 2020 Census.
4. To motivate students to participate in visual and performing arts contests that focus on 2020 Census educational activities.
5. To provide access to schools or other facilities in trusted environments to allow the public to complete their 2020 Census questionnaires.

### **4. RESPONSIBILITIES & REQUIREMENTS**

The Contractor shall not perform any tasks prior to contract execution. The State will not pay for any services performed prior to the execution of a valid contract. A list of all tasks and deliverables are set forth below.

COEs must cooperate with and take direction from the Census Education Outreach Manager regarding outreach activities.

<b>Administrative Requirement – Opt-in letter</b>	
Each COE is required to have an Opt-in letter that will indicate if they will utilize the <i>Count Me In, Census 2020</i> curriculum which will be provided by the CCC Office.	
<b>Task 1 – Education Outreach Plan</b>	
Within sixty (60) days of entering into contract, the Contractor must provide the State with the Contractor’s Education Outreach Plan, which shall address subtasks 1.1 through 1.3. The Contractor shall utilize the Education Outreach Plan Template that is provided by the CCC Office. The CCC Office must approve the plan (in writing) prior to remitting payment.	
1.1	Education Outreach Plan – This plan should include as many elements from the objectives listed in Task 2, as possible. While these can serve as a basis for a Contractor’s Education Outreach Plan, Contractors are encouraged to create additional activities. The plan shall include a timeline of activities, with at least one activity per quarter until April 1, 2020.
1.2	<p>Contractor (or designee) shall use CCC Office provided templates to report monthly outreach and event data for the following, to be uploaded into Statewide Outreach and Rapid Development (SwORD) by the Contractor.</p> <ul style="list-style-type: none"> <li>• Locations of outreach and event activities</li> <li>• Locations of Questionnaire Assistance Centers (QAC) and Questionnaire Assistance Kiosks (QAK) (See Task 2.3)</li> <li>• Number of participants attending outreach events and utilizing QACs</li> </ul> <p>Definitions for QACs and QAKs:          QACs are general locations where individuals can go to obtain assistance in completing their 2020 Census questionnaire.</p> <p>QAKs are physical locations that are available to the public for them to complete their 2020 Census questionnaire. Kiosks can be computers, iPads, tablets, mobile devices, etc. Kiosks may or may not be humanly staffed. A Kiosk can be located at a library, post office, or other computer terminal or web enabled device.</p> <p><u>SwORD Background</u>          SwORD is a data and mapping portal that will serve as an engagement platform to connect the State, governmental agencies, and strategic partners to organize people, processes, and technology, and share information, tools,</p>

	and resources. SwORD will be used to share databases and geographical information on HTC communities, to identify gaps and redundancies, and to reallocate resources. SwORD is a data mapping software, which is managed by the CCC Office. SwORD logins will be provided by the CCC Office.
1.3	<p>Budget – Contractor shall provide a budget proposal of the COE’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) Administrative costs include, but are not limited to: human resources, budgeting, contracting, legal, facilities, information technology equipment and support, etc.</li> <li>• Outreach (e.g. program costs, events, meetings, materials, etc.)</li> <li>• Media (if applicable)</li> </ul>
<b>Task 2 - Education Outreach Activities (Required)</b>	
2.1	Participate in/listen to a webinar (month of August 2019) regarding the <i>California School-based Communications Toolkit</i> and how to use it throughout the year.
2.2	Use <i>the California Schools-based Communications Outreach Toolkit</i> through social media, letters, and telephone calls, to remind school communities to participate in the 2020 Census. Toolkits will be provided upon contract award.
2.3	Utilize, as needed parent centers, or other school locations to be used as Questionnaire Assistance Centers (QACs) and Questionnaire Assistance Kiosks (QAKs) <u>in coordination with</u> Local Complete Count Committees.
2.4	Use SwORD program to document activities. Details and instruction will be provided after contract award.
2.5	The COEs PIOs or equivalent shall publicize outreach events and locations/times of QACs/QAKs to surrounding communities.
2.6	Hold a Census 2020 Week on campuses between March 23-April 9, 2020. Details will be provided to the COE once the contract has been awarded. The COE will work with the Census Education Outreach Manager to roll out Census Week plans.
2.7	When 15 percent or more of students enrolled in a public school speak a single primary language other than English, as determined by language census data from the preceding year, the contractor provides parents with information on census programs, meetings, and activities in a format and, to the extent practicable, in a language the parents can understand.
<b>Task 2 - Education Outreach Activities (Optional)</b>	
2.8	<i>Optional</i> - Use the curricula, “Census 2020 Count Me In: Taking Informed Action Today” and “Census 2020 Count Me In: A Historical Perspective” in grades 5, 8, 11 and 12. See: <a href="https://census.ca.gov/wp-content/uploads/sites/4/2019/01/T-School-Curriculum-Count-Me-In-5-8-Grades-Sample-Curriculum.pdf">https://census.ca.gov/wp-content/uploads/sites/4/2019/01/T-School-Curriculum-Count-Me-In-5-8-Grades-Sample-Curriculum.pdf</a>

2.9	<i>Optional</i> - Participate in a Train-the-Trainer workshop on the census curriculum. A minimum of one professional development day. (Occurring between July-August 2019).
2.10	<i>Optional</i> - Participate in the poster/public service announcements contests at school, district, and statewide levels. The Census Education Outreach Manager will coordinate and announce activities.
<b>Task 3 - Monthly Meetings</b>	
3.0	Immediately upon contract execution, the Contractor shall participate in monthly in-person meetings or phone calls with the CCC Office's Census Education Outreach Manager to discuss operations and provide updates of the Education Outreach Plan and progress. The monthly meetings shall continue through June 30, 2020. The Contractor shall be responsible for scheduling monthly meetings. These meetings should last between 30-45 minutes, if needed.
<b>Task 4 - Written Status Reports</b>	
4.0	Immediately upon contract execution or starting July 1, 2019, whichever occurs later, the Contractor shall provide written status reports to the CCC Office's Census Education Outreach Manager. The status report dates are stated in the Deliverable Schedule. The written status reports must include: <ul style="list-style-type: none"> <li>• Calendar and event updates,</li> <li>• Budget updates,</li> <li>• Information for SwORD data uploads, upon request by the Census Education Outreach Manager,</li> <li>• Other criteria to be determined by the Census Education Outreach Manager (e.g. Activity Summary, Concerns/Issues).</li> </ul>
<b>Task 5 - Final Report</b>	
5.0	A final report is due on May 29, 2020. At a minimum, the final report shall include: <ul style="list-style-type: none"> <li>• Detailed report on strategies, activities and timeline(s) used throughout the outreach campaign,</li> <li>• Lessons learned and best practices that may inform subsequent census outreach efforts in the school districts, and</li> <li>• Evaluations of the outreach, contracting process, activities and criteria used and further recommendations for the 2030 Census.</li> </ul>

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

State: Census Education Outreach Manager:		Contractor:	
Name:	Mignonne Pollard	Name:	
Telephone Number:	(916) 214-9835	Telephone Number:	(xxx) xxx-xxxx
Address	400 R Street, Suite 359 Sacramento, CA 95811	Address	
E-mail address	Mignonne.Pollard @census.ca.gov	E-mail address	

Direct all financial and administrative inquiries to:

State:		Contractor:	
Name:	Sara Murillo	Name:	
Telephone Number:	(916) 852-2020	Telephone Number:	(xxx) xxx-xxxx
Address	400 R Street, Suite 359 Sacramento, CA 95811	Address	
E-mail address	Sara.Murillo @census.ca.gov	E-mail address	

**6. DELIVERABLE SCHEDULE**

	<b>Milestone</b>	<b>Payment Amount</b>	<b>Timeline</b>
1.	Education Outreach Plan	40% of Total Contract Amount, less 10% withhold	July 1, 2019
2.	Status Report	30% of Total Contract Amount, less 10% withhold	October 15, 2019
3.	Status Report	20% of Total Contract Amount, less 10% withhold	February 15, 2020
4.	Completion / Results of Outreach/ Final Report	10% Release of Withhold	May 29, 2020

## **7. DOCUMENTS AND DELIVERY**

1. Document Format
  - a. All documents shall be provided in a format compatible with the CCC 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-XXXXX  
400 R Street, Suite 359  
Sacramento, CA 95811  
[Contracts@census.ca.gov](mailto: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 CCC 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.

**EXAMPLE BREAKDOWN OF PAYMENT**

**Total Allocation: \$50,000**

	<b>Milestone</b>	<b>Payment Percentage</b>	<b>Invoice Amount</b>	<b>Actual Payment (Less Withhold)</b>	<b>Invoice Date</b>
1.	Education Outreach Plan	40%	\$20,000	\$18,000	July 1, 2019
2.	Status Report	30%	\$15,000	\$13,500	October 15, 2019
3.	Status Report	20%	\$10,000	\$9,000	February 15, 2020
4.		Release of Withhold		\$4,500	
5.	Completion /Results of Outreach/Final Report	10%	\$5,000	\$5,000	May 29, 2020
			<b>Total Contract:</b>	<b>\$50,000.00</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-XXXXX  
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 - 1**

**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 Contractor's 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 user agreement, in order to have access to SwORD. Contractor shall agree to the user agreement, prior to logging into SwORD.

### **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 Contractor's employee(s) in order to perform under this Agreement, or which become available to Contractor's employee(s) in performing under this Agreement, shall be protected by the Contractor and the Contractor's 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 Contractor's employee(s). If the methods and procedures employed by the Contractor and the Contractor's employee(s) for the protection of the Contractor's and Contractor's 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 Contractor's 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 Contractor's employee(s)' possession, is independently developed by the Contractor or the Contractor's employees outside the scope of this Agreement or is rightfully obtained from third parties.

**EXHIBIT D – 2**

**CERTIFICATION OF AUTHORITY**

**AUTHORITY TO CONTRACT**

By signing below, the County Office of Education attests to having the authority to enter into this contract as granted by the Education Code, including the authority to develop and administer the county office of education's approved budget. To the extent approval is needed from the county board of education to enter and/or perform under this agreement, the county superintendent of schools has obtained such approval prior to entering into this contract.

Signed: \_\_\_\_\_

Typed Name and Title:

\_\_\_\_\_

Representing (give name of Contractor/Affiliate):

\_\_\_\_\_

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

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# EXHIBIT E

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## County Offices of Education Contract/Outreach Plan Status

County Offices of Education with Executed Contracts	Outreach Plan Due Date
Contra Costa	8/26/2019
Fresno	8/26/2019
Humboldt	8/26/2019
Marin	8/26/2019
Napa	8/26/2019
Placer	8/26/2019
Sacramento	8/26/2019
San Luis Obispo	8/26/2019
San Mateo	8/26/2019
Santa Clara	8/26/2019
Shasta	8/26/2019
Sonoma	8/26/2019
Stanislaus	8/26/2019
Tulare	8/26/2019
Yolo	8/26/2019

Outreach Plans Received
Alameda
Los Angeles

# EXHIBIT F

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