



RESOLUTION No. 20-037

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING ADMENDMENT NO 1 TO THE CONTRACT WITH CONNECTING POINT FOR CALIFORNIA COMPLETE COUNT CENSUS 2020 OUTREACH AND AWARENESS CAMPAIGN, INCREASING THE MAXIMUM CONTRACT PRICE TO \$127,835 (AN INCREASE OF \$70,335) AND INCLUDING ADDITIONAL CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS

WHEREAS, the United States Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the nation's population every ten years; and

WHEREAS, Census data is used to determine federal funding levels and congressional representation, both of which are critical to state and local governments; and,

WHEREAS, the on January 22, 2019, per Resolution 19-039, the Nevada County Board of Supervisors, accepted funds from the State of California for the California Complete Count Census 2020 Outreach and Awareness Campaign; and,

WHEREAS, on June 25, 2019, per Resolution 19-353 the Nevada County Board of Supervisors approved a contract with 211 Connecting Point for the California Complete Count Census 2020 Outreach and Awareness Campaign; and

WHEREAS, the Parties desire to enter into an Amendment No. 1 to the Contract to increase the maximum contract price to \$127,835 (an increase of \$70,355) for the provision of additional responsibilities and requirements in furtherance of the California Complete Count in the County of Nevada; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of the County of Nevada, State of California, that the Amendment No. 1 to the Contract between the County of Nevada and Connecting Point pertaining to California Complete Count Census 2020 Outreach and Awareness Campaign, increasing the maximum contract price to \$127,835 (an increase of \$70,355) for the provision of additional responsibilities and requirements in furtherance of the California Complete Count in the County of Nevada for the period February 1, 2020 through December 31, 2020 be and is hereby is approved and that the Chair of the Board of Supervisors is authorized to execute the Amendment on behalf of the County of Nevada.

Funds up to the amount of \$70,335 to be disbursed from account: 0101 10103 271 1000 521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of February, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

2/11/2020 cc: CEO*
AC*(hold)

2/21/2020 cc: CEO*
AC* (Release)
CP

**AMENDMENT TO CONTRACT WITH
211 Connecting Point**

THIS AMENDMENT is executed this 11 day of February, 2020 by and between 211 Connecting Point and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Outreach for 2020 Census executed on 1/22/2019 by Resolution No. 19-353.

WHEREAS, the parties desire to amend their agreement to allow or provide for additional contractor responsibilities and requirements to conduct Nevada County's Census 2020 Complete Count.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of February 11, 2020.
2. That the following paragraph shall be added under "Insurance":

VOLUNTEERS

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

3. That the following paragraph(s) shall be added under "Miscellaneous":

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

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

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

BACKGROUND CHECKS

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

QAC/QAK ACCESSIBILITY REQUIREMENT

Contractor shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 (Act), as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies Section 508, requiring accessibility of EIT. To the extent that this contract falls within the scope of Government Code Section 7405, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

AMERICANS WITH DISABILITIES ACT

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

ANTIDISCRIMINATION

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

LANGUAGE ACCESS

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

4. That the attached PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION Exhibit "C", VOLUNTEERS RELEASE AND WAIVER OF LIABILITY Exhibit "D", and EQUIPMENT PURCHASES Exhibit "E" shall be added.

5. That the Scope of Work, Exhibit "A" shall be amended by adding the following:

Establishing a contingency fund for rapid deployment of resources during the self-response period, including but not limited to establishing Questionnaire Assistance Centers and expanded hours, canvassing, phone banking, and other census outreach activities that may be easily adjusted to focus on tracks that are below expected response rates.

6. That the Schedule of Charges and Payments, Exhibit "B" shall be amended by adding the following:

For the services to be provided, as set forth in Exhibit "A", above, a contract amount of \$70,335 will be established in addition to the original contract amount of \$57,500 and monthly installments will be in the amount of \$9,589 for the first payment in February 2020 and \$9,588 for all following payments through December 2020.

	Contract Amounts	1 st Payment Amount	Remaining Monthly Installments
1/22/19 Reso 19-353:	\$57,500	\$3,202 (July 2019)	\$3,194
2/11/20 Contract Admendment:	\$70,335	\$6,395 (February 2020)	\$6,394
	Total: \$127,835		

Contractor shall submit an invoice by the 10th of each month will expenses included. The County shall make payment within thirty (30) calendar days after receipt by County of the above-mentioned invoice. All payments will be paid to:

Connecting Point

208 Sutton Way
Grass Valley, CA 95945

7. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.


APPROVED AS TO FORM:
COUNTY COUNSEL

By: 

COUNTY OF NEVADA

By: 
Honorable Heidi Hall
Chair, of the Board of Supervisors

ATTEST:

By: 
Julie Patterson Hunter
Clerk of the Board of Supervisors

CONTRACTOR:

By: 

EXHIBIT "C"

PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

1. For purposes of this Exhibit, "Contractor" means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Government Operations Agency ("Census") or the Complete Count Census 2020 Program. (Census 2020) pursuant to a contract, research agreement, or other contractual vehicle (collectively "Contract"). The term "Contractor" also includes Contractor's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.

2. This Exhibit shall apply to all Contractors the terms of whose Contracts with Census require or permit access to Confidential or Sensitive Information in conducting business with Census or performing duties under a Contract with Census.

3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.

4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.

5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), including any documents the State deems subject to withholding under California Government Code Section 6254) including any documents the State deems subject to withholding under California Government Code Section 6254), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.

6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.

7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.

10. Contractor shall notify Census promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.

11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.

12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.

13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to Census) without prior written approval from Census.

14. The deliberative processes, discussions, communications, or any other portion of the negotiations with Contractor regarding this Agreement shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates, and are not considered a waiver by the State of its rights under California Government Code Section 6254.5. No such information or documentation thereof shall be released, published or made available to any person (except to the CCC Office) without prior approval from the CCC Office

15. At or before the termination date of the Contract, Contractor shall either

A. destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or

B. return all Confidential and Sensitive Information to Census; or

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

(1) applicable statutory or other retention requirements;

(2) provision for confidential retention in accordance such requirements and the terms of this Exhibit and

(3) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.

16. Contractor agrees that the data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that data custodian shall cooperate fully in such investigations.

17. Contractor's data custodian shall be responsible for all costs incurred by the data owner due to security incident resulting from the data custodian's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the contractor experiences a loss or breach of data, the contractor shall immediately report the loss or breach to the data owner. If the data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the contractor will bear any and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

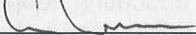
18. Contractor shall cooperate with Census' Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.

19. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

EXHIBIT "C"
ATTACHMENT C-1

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit C, between Connecting Point, and County of Nevada. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit C. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: 

Typed Name and Title: Ann Guerra, Executive Director

Representing (give name of Contractor/Affiliate):
Connecting Point

Date: 02/06/2020

EXHIBIT "D"

VOLUNTEERS RELEASE AND WAIVER OF LIABILITY
(Sample Waiver Form to be completed and signed by contractor's volunteers)

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

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

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

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

Signature _____ Date _____

Full Name (Print) _____

Address _____

Phone Number _____

E-mail _____

Emergency Contact _____ Phone Number _____

EXHIBIT "E"

EQUIPMENT PURCHASES

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

1) Definitions:

a. **Major Equipment:** Major equipment includes any tangible or intangible items that have a normal life expectancy of one year or more and an approximate unit price of **\$5,000 or more**. Software and videos are examples of intangible items.

i. Only items having a per unit price of \$5000 are non-expendable (e.g., four identical assets which cost \$3000 each, for a \$12,000 total, would not meet the definition).

— b. **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by the Census Office or the cost is reimbursed through this Agreement.

— c. **Theft-Sensitive Equipment Costing Less than \$5,000:** Theft sensitive equipment costing less than \$5,000 is any equipment susceptible to theft, such as computers, laptops, tablets, monitors, mobile phones and related equipment.

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

a. The Contractor must provide in its request for authorization all particulars necessary, as specified by the Census Office, for evaluating the necessity and reasonableness of incurring such costs, including an explanation why leasing is not more cost effective. Contractor must include documentation showing that it made a diligent effort to secure at least three quotes. If three quotes cannot be obtained, a list of organizations or individuals solicited must be prepared and signed by Contractor's Contract Manager.

b. For all other equipment purchases not qualifying as Major Equipment, Contractor is not required to obtain prior authorization to purchases. However, contractors shall receive at least three quotes for such purchases. Documentation must be retained in Contractor's contract file and provided to the Census Office upon request.

c. The Census Office reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that Census Office determines to be unnecessary in carrying out performance under this Agreement.

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

4) Invoicing and Reporting. In order to be reimbursed for purchases of Major Equipment and Theft-Sensitive Equipment Costing Less than \$5,000, Contractor must submit a copy of the receipt and documentation of the serial number and model number with the invoice for such item(s). To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by the Census Office. If the appropriate form does not accompany this Agreement, Contractor shall work with County to request a copy from the assigned California Complete Count RPM.

5) Ownership and inventory. Unless stipulated otherwise by the Census Office, all equipment purchased/reimbursed with agreement funds or furnished by the Census Office under the terms of this Agreement shall be considered state equipment and the property of the Census Office.

a. The Census Office requires the reporting, tagging and inventorying of all Major Equipment and/or property that is furnished by the Census Office or purchased/reimbursed with funds provided through this Agreement. In addition, Theft-Sensitive Items of Equipment Costing Less than \$5,000 must be tagged and inventoried.

b. Upon receipt of the invoicing and supporting documentation (see paragraph 4 above), the Census Office will send Contractor equipment tags and instructions for tagging.

i. For Major Equipment and Theft-Sensitive Equipment Costing Less than \$5000 purchased by Contractor prior to the effective date of this Amendment, Contractor shall work with the County to send the assigned California Complete Count RPM a copy of the inventory record (see subsection (c) below) within 30 days of the effective date of this Amendment (Amendment 1). Upon receipt of the inventory record, the Census Office will send Contractor equipment tags and instructions for tagging.

c. The contractor shall maintain an inventory record for Major equipment purchased or built with funds provided under this Agreement. In addition, Theft-Sensitive Items of Equipment Costing Less than \$5,000 (such as laptops and tablets) shall be inventoried. The inventory record of each item of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. A copy of the inventory record must be submitted to the State on request by the State for inspection or audit.

6) Use of Equipment. Unless otherwise stipulated by the Census Office in writing, equipment purchased/reimbursed with agreement funds or furnished by the Census Office under the terms of this Agreement, shall only be used for performance of this Agreement.

7) Protection of Equipment. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of all state equipment and/or property.

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

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

All surplus IT equipment regardless of cost will be handled in accordance with the State Administrative Manual, Chapter 5900 – Disposal of IT Equipment. Alternatively, in order to facilitate Public Contract Code Section 10389.2 (SB 493, Padilla, 2011) which aims to bridge the digital divide, the Census Office may provide surplus information technology equipment to qualified Public Computer Centers for less than fair market value. For

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

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