



**REQUEST FOR APPLICATIONS
NOTICE TO PROSPECTIVE NONPROFIT ORGANIZATIONS
Public Awareness and Community Outreach Campaign Services**

January 24, 2024

You are invited to review and respond to this Request for Application (RFA) being offered by the Governor's Office of Planning and Research – Office of Community Partnerships and Strategic Communications (OCPSC). The OCPSC is requesting submissions from 501(c)3 public charities with the appropriate qualifications and experience conducting public awareness and community outreach campaigns to assist with the coordination of California's most important statewide public awareness and community outreach campaigns. See Exhibit A – Scope of Work, within RFA Attachment 1, Sample Standard Agreement, for a full description of services requested under this RFA.

Applicants are encouraged to carefully read this entire RFA. The need to verify all documentation and responses prior to submission is the responsibility of the Applicants and cannot be overemphasized.

Please complete the application by [clicking here](#). Once you've clicked on the link you will be guided through how to login and complete the application. For step by step instructions on how to login and access the application, click [here](#). Please only use Chrome or Edge, internet browsers to complete the online application. Applications must be fully submitted through the online portal by **February 14, 2024 at 5pm PT**. If you want to preview the application questions, a copy can be found [here](#). If you have accessibility issues and cannot access the online application contact support@cordhub.org.

If you have questions regarding this RFA please email OCPSC.Procurement@opr.ca.gov. Written questions must be submitted by no later than **Tuesday, January 30, 2024 by 3pm PT**. Answers will be posted on the application page. There is one question-and-answer webinar being hosted during the application window on **January 31, 2024**. Please note that verbal information given by the State will not be binding unless such information is also issued in writing in this RFA or as an official addendum to this RFA.

Q&A Session:

January 31, 2024 from 10-11AM (PT)

Zoom Link: <https://governorca.zoom.us/j/86475654640>



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A. Overview

1) The Office of Community Partnerships and Strategic Communications

The Office of Community Partnerships and Strategic Communications (OCPSC), housed within the Office of Planning and Research (OPR), initiates and executes campaigns related to the state's highest priority public awareness and community outreach efforts. The intent of a single state entity coordinating California's most important efforts is so that the state can realize more inclusive and effective outcomes while preventing equity gaps in statewide outreach.

Incorporating the lessons learned from recent statewide public education campaigns (Vaccinate ALL 58 and California Census 2020), OCPSC uses data-informed decisions to help the state make resource allocations, targeted strategies and rapid response efforts to better serve Californians.

California is a uniquely diverse state home to a multitude of different communities with various needs and perspectives. The state's diversity and size likewise present unique challenges in the statewide communication of critical information and resources in a timely and equitable manner. To effectively reach and engage Californians, especially those experiencing the greatest health and social inequities, OCPSC has established an ongoing Trusted Messenger Network made up of community-based organizations.

2) Trusted Messenger Network Grant Program

As outlined in Government Code section 65052, the objective of OCPSC is to coordinate California's most important statewide public awareness and community outreach campaigns so the state can realize more inclusive and effective outcomes while preventing equity gaps in statewide outreach. Additionally, it is specified that OCPSC shall work with local community-based organizations and other partners to engage Californians with culturally competent and relevant information with the goal of improving the quality of their lives and livelihoods.

Using the best practices identified through prior work on the 2020 Census and Vaccinate ALL 58, OCPSC has partnered with community-based organizations throughout the state to form a Trusted Messenger Network (TMN) that can build trust with communities through on-the-ground engagement. The TMN is made up of community-based organizations that reflect the language and culture of the community they serve and can have authentic interactions with their communities and provide accurate information and resources on critical issues. Grantees under this RFA shall serve as a "trusted messenger" that can raise awareness, mobilize public support, and provide critical, timely, and accurate information on the state's most important issues.

OCPSC is currently directed to build and manage campaigns related to COVID-19 vaccines and harm reduction, water conservation, Individual Taxpayer Identifications Number (ITIN), and extreme heat. This is subject to change as needs emerge.

TMN grantees will be expected to conduct interactive engagement with their communities on priority campaigns identified by OCPSC, interactive engagements include, but are not limited to, door-to-door canvassing, outreach at events, phone banking, and conducting trainings or workshops. Additionally, grantees will be expected to conduct promotional outreach, such as posting information on social media, engaging with ethnic media, working with the news media, including messaging in communications tools, and distributing materials to further engage communities on OCPSC's priority campaigns.

B. Application and Award Information

Applicants interested in providing services under this grant award opportunity must submit a response as described herein.

- 1) **Application Method:** Applicants will submit an application through [the online application tool](#) and complete all information as outlined within the online application instructions. If an application does not comply with requirements, OCPSC has the discretion to reject the application and not evaluate the application further.
- 2) **Budget Allocation:** OCPSC plans to allocate up to \$70 million across an estimated 125 organizations to increase resources, coordination, and outreach to communities most affected by pressing issues. The grants are meant to promote education and raise awareness of State priority campaigns managed by OCPSC within communities that are most impacted by health and social inequities. The complete details of the work that will be carried out under these grants are outlined in Exhibit A - Scope of Work, which can be found in RFA Attachment 1, Sample Agreement.
- 3) **Period of Performance:** The period of performance for grants awarded under this RFA is expected to begin on April 1, 2024, and end on March 31, 2026.

OCPSC will assess the success of outreach and education initiatives. Applicants are expected to involve communities in campaign topics for the entire performance period, even if the minimum engagement goals are met before the end date of March 31, 2026. OCPSC will not increase awarded grant amounts if an organization completes their minimum engagements before March 31, 2026.

- 4) **Evaluation and Award:** Grant applications will be evaluated and considered for an award based on three distinct funding allocation tiers, which are aimed at targeting different scopes of outreach. Applicants will be responsible for determining which tier(s) to apply under based on the eligibility requirements outlined in Section C, below. Applicants may apply for up to two award tiers and should focus on justifying their organizational capacity to work at the largest tier selected. OCPSC will only award under one tier and has the final discretion to determine grant award amounts.

OCPSC Trusted Messenger Network Grant Award Tiers			
Tier	Estimated Grants Available	Award Amount (over 2 years)	Estimated Minimum Engagements Over Entire Period of Performance (over 2 years)
A	50	\$300,000	7,500
B	50	\$600,000	15,000
C	25	\$1,000,000	25,000

*Interactive Engagements are defined within Exhibit A – Scope of Work.

- 5) **Reimbursement for Cost Requirements:** Applicants who are awarded grants under this RFA will be reimbursed based on a per-engagement rate. OCPSC has determined, based on past projects completed by OCPSC's TMN and associated market research, that the expected costs per engagement will range from \$20 to \$40. Rates outside these parameters will still be considered for evaluation purposes but must be justified in the Demonstrated Value Factor section of the application. As part of the application process in the OCPSC portal, applicants will propose a cost per engagement rate that should include all costs such as cost for promotional engagements, labor and associated benefits, office space, supplies, materials, printing,¹ overhead, indirect costs, and any other expenses necessary to conduct activities under the agreements awarded as a result of this RFA, as outlined within the Scope of Work.

To complement the primary objective (to conduct interactive engagements), the Grantee may conduct ongoing promotional engagements. These engagements are not reimbursable, and costs should be included in the rate for interactive engagement as part of the overall rate.

¹ OCPSC will provide limited printed materials to Applicants. Applicants should also build in printing costs to their overall costs.

6) **Anticipated Regional Allocation Amounts:** OCPSC anticipates allocating funds to regions based on the following total award amounts:

OCPSC Region	Counties	Anticipated Total Award Dollars
1	Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tuolumne	\$2,100,000
2	El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba	\$5,600,000
3	Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma	\$6,300,000
4	Madera, Merced, San Joaquin, Stanislaus	\$5,600,000
5	Fresno, Kern, Kings, Tulare	\$8,400,000
6	Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Ventura	\$2,100,000
7	Los Angeles	\$21,000,000
8	Orange	\$3,500,000
9	Riverside, San Bernardino	\$9,800,000
10	Imperial, San Diego	\$5,600,000
Total		\$70,000,000.00

OCPSC retains the discretion to redistribute funds between regions for statewide campaign outreach to all language populations at the appropriate regional scale.

- 7) The estimated total grant award amount for the two-year term will range from \$300,000 to \$1,000,000. OCPSC retains discretion to provide award amounts outside of these parameters.
- 8) A full description of services provided is described within Exhibit A – Scope of Work, which can be found as part of RFA Attachment 1, Sample Agreement.

C. Eligibility Requirements

NOTE: Submissions that do not meet the eligibility requirements may be rejected. OCPSC may ask for clarification on the documents provided.

1) Administrative Requirements

- a. The Applicant, or its Fiscal Sponsor, must have an active and approved tax-exempt 501(c)(3) status and be classified as a public charity by the Internal Revenue Service (IRS) under Internal Revenue Code.
- b. The Applicant, or its Fiscal Sponsor, must have an active tax-exempt status with the State of California Franchise Tax Board (FTB) as of the application submittal deadline. OCPSC will verify the status by using the FEIN provided within the online application tool and submitted as part of the application. The Applicant will be required to upload their Entity Status Letter from the FTB within their online application.

Information for this requirement can be found at the following link:

[Charities and nonprofits | FTB.ca.gov](#)

- c. The Applicant, or its Fiscal Sponsor, must have a current charity status with the Registry of Charities and Fundraisers governed by the California Department of Justice. OCPSC will verify the status by using the FEIN provided on the STD204 Payee Data Record submitted as part of the application. The Applicant will be required to upload a screenshot of the DOJ's Registry.

Information for this requirement can be found at the following link:

<https://oag.ca.gov/charities>

- d. The Applicant, or Fiscal Sponsor, must submit an IRS Form 990. The IRS Form 990 must be for the 2022 or 2021 tax year and show a gross revenue of over \$50,000. IRS 990 Postcards or Form 990-N will not be accepted.

2) Required Minimum Experience

- a. The Applicant must have at least 12 (twelve) months of experience working as a 501(c)(3) charitable organization providing community outreach and education services to communities facing social and health inequities, as described within this RFA. This work must have been completed within the past four (4) years. Work completed under a 501(c)(3) fiscal sponsor will be considered as qualifying experience. For this experience to qualify toward the 12 (twelve) month requirement, along with the applicable Grantee Reference Form, the Applicants with a Fiscal Sponsor must also supply an executed agreement between the named Applicant and the named Fiscal Sponsor.

- b. The Applicant must be able to demonstrate at least twelve (12) months of experience successfully managing grant(s) or contract(s) that equal or exceed the tier value the Applicant is applying under as provided in Section A(4).

The Applicant is responsible for incorporating the elements outlined below into its efforts.

D. Grantee References

Grantee references will demonstrate to the State that the Applicant can provide services and can handle the community outreach and education services that are stated in Exhibit A – Scope of Work, which can be found as part of RFA Attachment 1, Sample Agreement..

Applicants must submit two (2) Grantee Reference Forms from two (2) different funders on Attachment 2 – Grantee Reference Form with their application. References cannot be from OCPSC funded programs including CCHP or CWOP funding from Sierra Health Foundation.

Each funder reference must be for the following:

- Work performed within the last three (3) years prior to the application receipt deadline, preferably from a public sector entity; and
- Applicant must have at least 12 (twelve) months of experience working as a 501(c)(3) non-profit organization providing Community Outreach and Education Services as described within this RFA. This work must have been completed within the past three (3) years; and
- Work completed under a fiscal sponsor will be considered as qualifying experience. For this experience to be counted towards the twelve (12) month requirement, along with the applicable Grantee Reference Form, the bidder must also supply an executed agreement between the named bidder on the proposal and the named fiscal sponsor.

Funders are defined as end-users of the service represented in the funder reference. Funder references from a funder for subcontractor work that was performed by the Applicant is not acceptable.

The Funder must complete the Attachment 2 – Grantee Reference Form and return the form directly to the Applicant. The Applicant must submit the completed forms with the application as specified in Section E, Submitting a Response.

Additional points may be awarded if reference demonstrates prior experience with local government, state or federal funded programs.

The State reserves the right to contact the funder references via phone or email to verify information supplied on the Grantee Reference Forms. It is the responsibility of the Applicant to notify their funder that OCPSC may be contacting them for verification.

Applicants should only submit funder references that can be contacted and will respond to the State within five (5) business days.

Failure to submit compliant funder references will result in the application being considered non-responsive and could be rejected and not further evaluated. funders references will be scored as specified in Section F, Review Evaluation.

E. Submitting a Response

- 1) Submitting a response is a mandatory step for all Applicants interested in this grant award opportunity.
 - a. Emphasis should be concentrated on conformance to the RFA instructions, responsiveness to the RFA requirements, completeness, and clarity of content.
 - b. The submission shall be complete in all respects as described in this RFA. A submission may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.
 - c. A complete submission shall consist of all items identified in section F.1 Review Evaluation, Administrative Criteria.
 - d. The Applicant will submit their response through [the online application tool](#) on or before February 14, 2024 at 5pm PT.
 - e. All applications submitted must include complete information in all required fields and provide all required attachments as indicated on the application instructions.
 - h. The submission implies no obligation on the part of OCPSC to contract for services.
 - i. Developing the submission is entirely the responsibility of the Applicant and will not be chargeable to the State.

- 2) Rejection of Submissions
 - a. Submissions not received by the date and time specified in the online application tool will not be accepted and may be rejected and not evaluated.
 - b. Submissions that do not meet the eligibility criteria Section C, may not be evaluated.
 - c. The State does not accept alternate grant language from a prospective Grantee. A submission with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
 - d. OCPSC is not required to award an Agreement. OCPSC reserves the right to reject any or all submissions and to waive informalities and minor irregularities in responses

received and to accept all or any portion of a submission, if deemed in the best interest of the State and not contrary to law.

3) Errors in the Submission

- a. The Applicant is cautioned to not rely on OCPSC during the evaluation to discover and report to the Applicant any defects and errors in the submitted documents. The Applicant, before providing a submission, should carefully proof their documents for errors and adherence to the RFA requirements.
- b. The Applicant may modify its submission by withdrawing its original submission and resubmitting a new submission prior to the final submission deadline. Modifications offered in any other manner, oral or written, will not be considered.
- c. The Applicant may withdraw a submission by submitting withdrawal through the OCPSC Application Portal. An Applicant may thereafter submit a new submission prior to the submission deadline.
- d. OCPSC may modify the RFA prior to the submission due date noted on the Notice to Prospective NPO by issuing an Addendum.
- e. OCPSC reserves the right to reject any/all submissions. OCPSC is not required to award an Agreement.

F. Review Evaluation

- 1) **Administrative Review:** OCPSC will review each application received by the deadline to confirm compliance with all technical administrative requirements. OCPSC will confirm the presence and compliance of all the following:

Minimum Qualifications (PASS/FAIL)
<ul style="list-style-type: none">• Attachment checklist<ul style="list-style-type: none">○ 501(c)(3) status (IRS determination letter)<ul style="list-style-type: none">▪ If you have a Fiscal Sponsor, please submit a Memorandum of Understanding between Fiscal Sponsor and Organization○ IRS Form 990 from 2021 or 2022<ul style="list-style-type: none">▪ If you have a Fiscal Sponsor and Organization, please attach your Fiscal Sponsor's Tax Form 990○ STD204/STD205 Payee Data Record Form<ul style="list-style-type: none">▪ Please see Job Aide within Application Resources describing best practices to complete these required forms.○ Current Entity Status Letter from the California Franchise Tax Board○ Screenshot showing Charity Status from DOJ○ Two (2) complete Grantee Reference Forms

During the administrative review, if any of the required documents are missing or if required documents have been modified or contain alterations, OCPSC may reject the application as incomplete, and it will not be evaluated further. OCPSC reserves the right to ask clarifying questions during this evaluation.

- 2) **Technical Review:** Applications meeting the administrative review minimum qualifications will be technically evaluated. The State will select an evaluation team that will be responsible for the review and evaluation of the RFA selection criteria using the scoring rubric below.

Technical Review	
Criteria	Points Available
Criteria 1: Experience: The maximum score will be awarded to applications that demonstrate, through their Grantee Reference Form, that the Applicant has experience managing grants or contracts with similar funding size and scope to that described in this RFA, including the award tier and amount applicant has requested, and that the Reference Forms indicate the applicant had best-in-class performance and that federal, state, or local grants are referenced in the form. Lower scores will be given to applicants that have been previously issued a Corrective Action Memo from any funder due to performance under a grant or contract.	15
Criteria 2: Organizational Capacity: The maximum score will be awarded to applications that demonstrate organizational capacity to manage award at the size and scale that is requested; experience conducting culturally relevant outreach to vulnerable populations; and proposed project is aligned with OCPSC goals as stated within the RFA.	25
Criteria 3: Project Scope: The maximum score will be awarded to applications that clearly identify target population(s) within the project scope; rationale for the population focus and past successes; data utilization for decision making; strategies for integrating language access and cultural competency; and the extent to which the project will include external collaborators.	25
Criteria 4: Demonstrated Value Factor: The maximum score will be awarded to applications that identify a cost-efficient rate to meet the goals identified within the project scope; provide sufficient description on how the rate was determined incorporating all organizational costs associated to conduct outreach services; and provide reasonable justification for the rate provided.	20
Criteria 5: Tactics, Populations and Geography: The maximum score will be awarded to applications that prioritize outreach services in geographies where communities face the greatest social and health inequities and that have a comprehensive approach to outreach tactics, languages served, and populations reached.	15

For Award Tier C applications, applications will be scored higher for providing outreach in more than one OCPSC region or in more than two languages and by demonstrating ability to collaborate with smaller-sized organizations to expand applicant's outreach and education services to additional vulnerable populations.	
Total Points Possible	100

NOTE: The length of time between submission and evaluation may vary. During evaluation and selection, Applicants that have submitted a submission may not be provided information as to status until such time as evaluation and selection has been completed.

G. Selection and Award

- 1) Upon completion of further evaluation, a pool of the most qualified Applicants will be selected for each Region. More than one contract may be issued for each region. The State reserves the right to limit the pool to only one qualified Applicant.
- 2) Upon final review and acceptance, the State will commence contract development for the Agreement(s) and route the Agreement(s) to obtain signatures and approvals for an executed contract on a STD213 Standard Agreement. A sample STD213 Standard Agreement is attached to this RFA as Attachment 10, which outlines all terms and conditions applicants will be expected to adhere to throughout the term of the Agreement.
- 3) Award
 - a. Should an Applicant be accepted into a pool for a region and awarded a contract, the Applicant will be eligible to perform services.
 - b. News releases pertaining to any award resulting from this RFA may not be made without prior written approval of:

Marcy Kaplan
Deputy Director, Community Engagement
OCPSC
Office of Planning and Research
1400 10th Street
Sacramento, CA 95814
Phone: (916) 460-2408
Email: marcy.kaplan@opr.ca.gov

- 4) Disposition of Submission
 - a. Upon award and execution of a contract, all documents submitted in response to this RFA will become the property of the State of California and will be regarded as public records under the California Public Records Act (Gov. Code § 6250 et seq.) and subject to review by the public.

- b. In the event that the notice is cancelled, submissions may be returned to the Applicants only at the Applicant's expense, upon notice from the OCPSC Acquisition Analyst; otherwise OCPSC may destroy the submissions.

5) Performance of Service

- a. Upon award of the grant, the Applicant agrees to execute the grant on the State's Standard Agreement (STD 213), with Exhibits. The STD 213 (see sample contract agreement provided, RFA Attachment 1) must be signed by an individual authorized to bind the Applicant contractually within three (3) business days.
- b. Upon award of the grant, the winning Applicant will be required to provide the following documents to OCPSC within five (5) business days:
 - i. Grantee Certification Clauses (CCC-04/2017)
 - ii. Darfur Contracting Act Form (if applicable)
 - iii. Certificate of Insurance Documents (if applicable)
 - iv. California Civil Rights Laws Attachment Certification (if applicable)

ATTACHMENT 1

**SAMPLE
STANDARD AGREEMENT**

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
Governor's Office of Planning and Research
CONTRACTOR'S NAME
- The term of this Agreement is: _____ through _____
Or upon approval by DGS/OLS, whichever is later
- The maximum amount of this Agreement is: \$ _____
- 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.

- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C* – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

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.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small>		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		

EXHIBIT A
SCOPE OF WORK

- 1) This Agreement is entered between the <<legal name>> (Grantee) and the Governor’s Office of Planning and Research – Office of Community Partnerships and Strategic Communications (OCPSC or State), collectively known as the “parties”.
- 2) This Agreement will commence on April 1, 2024 or upon approval by the OCPSC, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by OCPSC. Grantee shall not receive payment for work performed prior to approval of the Agreement. This Agreement shall expire on March 31, 2026.
 - i) The parties may amend this Agreement as permitted by law.

3) LOCATION OF SERVICES

- i) Services shall be performed in (please list):
- ii) Counties:
- iii) Zip Codes:

4) All inquiries during the term of this Agreement will be directed to the representatives listed below:

Governor’s Office of Planning and Research	<<NAME OF GRANTEE>>
Division: Office of Community Partnerships and Strategic Communications	Office:
Contract Manager: Marcy Kaplan, Deputy Director	Administrative Contact:
Address: 1400 10 th Street Sacramento, CA 95814	Address:
Phone: (916) 460-2408	Phone:
Email: marcy.kaplan@opr.ca.gov	Email:
	Program Contact:
	Address:
	Phone:
	Email:

5) OBJECTIVE

- a) As outlined in Government Code 65052, the objective of the Office of Community Partnerships and Strategic Communications (OCPSC) is to coordinate California's most important statewide public awareness and community outreach campaigns, the state can realize more inclusive and effective outcomes while preventing equity gaps in statewide outreach. Additionally, it is specified that the OCPSC shall work with local community-based organizations and other partners to engage Californians with culturally competent and relevant information with the goal of improving the quality of their lives and livelihoods.
- b) Using the best practices identified through prior work on the 2020 Census and Vaccinate ALL 58, the OCPSC has partnered with community-based organizations throughout the state to form a Trusted Messenger Network (TMN) grant program that can build trust with communities through on-the-ground engagement. The TMN is made up of community-based organizations who reflect the language and culture of the community they serve and can have authentic interactions with their communities and provide accurate information on critical issues. Grantees shall serve as a "trusted messenger" who can raise awareness, mobilize public support, and provide critical, timely and accurate information on the state's most important issues.
- c) The OCPSC is currently directed to build and manage campaigns related to COVID-19 vaccines and harm reduction, water conservation, Individual Taxpayer Identifications Number (ITIN), and extreme heat. This is subject to change as needs emerge.
- d) TMN grantees will be expected to conduct interactive engagement with their communities on priority campaigns identified by the OCPSC, interactive engagements include, but are not limited to, door-to-door canvassing, outreach at events, phone banking, and conducting trainings or workshops. Additionally, grantees will be expected to conduct promotional outreach, such as posting information on social media, engaging with ethnic media, working with the news media, including messaging in communications tools, and distributing materials to further engage communities on the OCPSC priority campaigns.

6) SERVICES TO BE PROVIDED

As outlined in Government Code 65052, the objective of the Office of Community Partnerships and Strategic Communications (OCPSC) is to coordinate California's most important statewide public awareness and community outreach campaigns so the state can realize more inclusive and effective outcomes while preventing equity gaps in statewide outreach. Additionally, it is specified that the OCPSC shall work with local community-based organizations and other partners to engage Californians with culturally competent and relevant information with the goal of improving the quality of their lives and livelihoods.

Using the best practices identified through prior work on the 2020 Census and Vaccinate ALL 58, the OCPSC has partnered with community-based organizations throughout the state to form a Trusted Messenger Network (TMN) that can build trust with communities through on-the-ground engagement. The TMN is made up of community-based organizations who reflect the language and culture of the community they serve and can have authentic interactions with their communities and provide accurate information and resources on critical issues. Grantees shall serve as a "trusted

messenger” who can raise awareness, mobilize public support, and provide critical, timely and accurate information on the state’s most important issues.

The OCPSC is currently directed to build and manage campaigns related to COVID-19 vaccines and harm reduction, water conservation, Individual Taxpayer Identifications Number (ITIN), and extreme heat. This is subject to change as needs emerge.

TMN grantees will be expected to conduct interactive engagement with their communities on priority campaigns identified by the OCPSC, interactive engagements include, but are not limited to, door-to-door canvassing, outreach at events, phone banking, and conducting trainings or workshops. Additionally, grantees will be expected to conduct promotional outreach, such as posting information on social media, engaging with ethnic media, working with the news media, including messaging in communications tools, and distributing materials to further engage communities on the OCPSC priority campaigns.

OCPSC will assess the success of outreach and education initiatives. Applicants are expected to involve communities in campaign topics for the entire performance period, even if the minimum engagement goals are met before the end date of March 31, 2026. The OCPSC will not increase awarded grant amounts if an organization completes their minimum engagements before March 31, 2026.

Within the first year of the agreement, Grantee should not exceed 50% of the interactive engagement goal specified in this agreement.

a) Public Awareness and Community Outreach Services

Grantee must provide to OCSPC public awareness and community outreach services for community members experiencing the greatest health and social inequities and provide them with culturally relevant and in-language resources regarding the State’s priority campaigns.

Grantee must use approved campaign materials and messages as a foundation for outreach work. These materials and messages are research informed and developed through a subject matter expert review process. The State intends to limit confusion and deliver timely, accurate messages that combat mis/disinformation and act to reduce harm.

Messages may be adapted to be culturally relevant and appropriate for the mode of outreach provided by the Grantee. For example, if working with limited English populations, some direct translation of the message from English to the native language, may not be available. In this instance, the State would rely upon the expertise of the trusted messenger to ensure the message is shared and received properly.

Services will be performed in accordance with all information as provided by the Grantee within the Trusted Messenger Grant Application. The Grantee is obligated to comply with interactive engagements, promotional engagements, rapid response, data-informed, equity-centered decision-making making, reporting, and meeting requirements. Failure to meet these obligations

may result in delayed or withheld payments until such time as the Grantee achieves compliance with the specifications outlined in this Scope of Work.

b) Interactive Engagements

Grantee must conduct highly interactive peer-to-peer engagements by utilizing staff in community locations to encourage the public to take action related to OCPSC campaigns. Interactive engagements need to promote a meaningful dialogue (in-language) building confidence to take a specific action.

Grantee must meet self-defined minimum annual interactive engagement goals as outlined within their Trusted Messenger Grant Application. If the Grantee successfully achieves the stated goals and before the expiration of the grant period, the Grantee shall continue to actively conduct Interactive Engagements for the duration of the service period of the grant agreement. The Grantee shall work with OCPSC designated team member(s) to assess and identify additional goals in the event original goals are achieved ahead of schedule.

Interactive Engagements may include:

- i) Door-to-door canvassing; defined as: canvassing technique in which a person or persons walk from door to door of one house to the door of another, trying to communicate messaging with the general public or gather information.
- ii) Outreach at Events or High-Traffic Areas: defined as: going out “in the field” to engage in meaningful, two-way conversations with community members in particular areas and at particular events.
- iii) Phone banking; defined as: a process to reach out to via phone calls to have conversations with individual community members to share and/or collect information.
- iv) Conducting trainings, workshops or meetings; with a minimum of 70% of engagements in-person

c) Promotional Engagements

To complement the primary objective (to conduct interactive engagements), the Grantee must conduct ongoing promotional engagements monthly throughout the duration of the grant term. However, these engagements are not directly reimbursable.

The Grantee must utilize campaign materials and messages while conducting promotional engagements. This may include:

- i) Posting on social media accounts
- ii) Responding to press interviews and other media appearances
- iii) Engaging with ethnic media
- iv) Including messages in existing communication tools (newsletters, blogs, emails to listservs)
- v) Distributing flyers and/or mailers

d) Rapid Response

Grantee must remain nimble and respond to requests from OCPSC to pivot activities and address emergent issues, which may change rapidly. The Grantee shall:

- i) Attend mandatory briefings to better understand emergent needs
- ii) Adapt previously approved plans to redirect resources that focus on emergent priority populations
- iii) Provide feedback that may be out of the traditional reporting structure to inform OCPSC message development

e) Data-informed, equity-centered decision-making

Grantee must utilize State-provided information (research, data sets, etc.) to plan and execute outreach and public education activities through The California Outreach Rapid Deployment Tool (CORD) intends to be an easy-to-use, go-to resource for day-to-day planning.

By using key demographic information, coupled with the Grantee's expertise and experience, activities should be designed with priority populations and communities in mind.

The State will visualize key data sets to expedite the ability for Grantees to review data, collaborate and report in real-time. In turn, Grantees shall assist the state with the deployment of culturally relevant and timely language and communication access. This will also allow the State and Grantees to identify and respond to emerging equity gaps.

7) MEETINGS, WORKSHOPS, AND COMMUNICATIONS

Grantee shall participate in required meetings to coordinate with CBOs, other civil society organizations, networks, faith-based organizations, and local government to deploy activities in target geographic areas to reach the target population. These include:

- i) On-boarding virtual workshops conducted by OCPSC to on-board Grantees, provide technical assistance and mitigate common administrative errors
- ii) Up to twice a year in-person OCPSC regional workshops and potentially other opportunities to foster early collaboration across organizations in OCPSC regions, offer the State an opportunity to learn the strengths of each region and better coordinate resources through effective, data-informed planning
- iii) OCPSC organized Collective Impact Tables (typically monthly and virtual) to receive updates from the State, foster continued collaboration by region, recognize excellent service delivery, and explore good practices that can/should be replicated or scale
- iv) OCPSC convenings and other learning opportunities to continue to strengthen organization, regional, and state-wide capacity for highly responsive, culturally relevant outreach and education
- v) OCPSC's Statewide Partner Monthly Briefing that supports high-level situational awareness of campaign operations, key updates, and administrative requirements
- vi) As requested, monthly meeting with designated OCPSC team members to enhance communication between the State and Grantee, which will serve as a reporting mechanism

to collect Grantee progress updates, address any emerging administrative issues, and foster relationship-building

8) SUBGRANTEES

To execute planned outreach activities, the Grantee may utilize Subgrantees. If Subgrantees are used, the Grantee shall be responsible for all activities and oversight of the subgrantee, including:

- i) Ensuring the subcontract is acting in good faith
- ii) Conducting outreach activities are consistent with State guidance, materials, etc.
- iii) Collecting and reporting activities accurately
- iv) Ensuring all expenses are eligible and allowable as outlined in this Agreement.

The Grantee shall be responsible for all coordination, technical assistance and training of the SubGrantees to ensure they are appropriately equipped with campaign updates. The Grantee shall be responsible for addressing any issues that may be reported to OCPSC with inaccurate or ineligible activities.

The Grantee shall submit a list of SubGrantees, including the organization name, primary point of contact, funding amount, planned outreach tactics and geographic service area by June 1, 2024.

9) REPORTING REQUIREMENTS

a) Monthly Metric Reports

Reports must be submitted through the California Outreach for Rapid Deployment (CORD) online tool (CORD). Outreach data shall be reported no less than monthly into CORD. Data shall include, but not limited to type of outreach strategy, number of individuals reached, and specific zip codes served. Grantee shall regularly use CORD to plan, execute and report outreach and public education activities.

b) Quarterly Invoice and Expense Reports

Invoices are due once every three months (once per quarter) and must be submitted to accountspayable@OPR.CA.GOV. Quarterly invoice reports will use the OCPSC template that will be provided, and include the number of engagements to date, funds spent to date and how totals track against the overall goals in the agreement. Totals must align with what has been reported in CORD.

c) Mid-term Report

A mid-term report is due on April 1, 2025. The midterm report must be submitted via CORD following all file format requirements of that system. The mid-term report must include a description of all work performed to date and show that the Grantee has completed a minimum of 50 percent of all outreach activities detailed in this agreement. The mid-term report must capture and describe lessons learned to determine if any pivots are necessary, to ensure the work is of good and acceptable quality and to solve any outstanding relationship or organizational issues. At a minimum, the mid-term report must include:

- i) Context and description of geographic area and target populations served

- ii) Summary of quantitative data reported in CORD that shows CORD data entered is current and accurate
- iii) Analysis of data, barriers and challenges, especially those that may require a change of tactics or geographic areas
- iv) Descriptions of necessary adjustments, if any, justified by new lessons learned or good practices
- v) Financial report detailing interactive engagements to date, cost-per-contact spent to date, and remaining interactive engagements and budget.

d) Final Report

A final report is due on March 1, 2026, thirty (30) days before the end of the Agreement to ensure all deliverables are completed. The final report must be submitted via CORD following all file format requirements of that system. The purpose of this report is to ensure accountability of funds spent on services and capture good practices, lessons learned and recommendations for future campaigns. At a minimum, the final report will include:

- i) Context and description of geographic area and target populations served
- ii) Analysis of how the Grantee met all minimum interactive engagement goals
- iii) Analysis of successful outreach tactics. Analysis will include a description of tactics considered to be innovative, that enabled coalitions to form, and/or addressed language access barriers
- iv) Description of any changes or impact to the target population as a result of the Grantee's outreach
- v) Description of good practice and lessons learned, including changes in organizational capacity, innovative outreach tactics, new relationships or collaborations
- vi) Description of challenges, external factors and any unforeseeable shifts during the Agreement timeframe
- vii) List of key partners (including subGrantees, non-funded partners, local government agencies, etc.) and their participation in the campaign
- viii) Recommendations for future campaigns
- ix) A compilation of photos and videos that capture the Grantee's work in field
- x) A compilation of any creative assets, videos and advertisements produced
- xi) Final financial report

10) CLOSE OUT

The Grantee will be expected to complete all outreach activities on or before January 31, 2026. The period between February 1, 2026 and March 31, 2026 will be for Grantee close-out activities only. Allowable closeout activities will include, but not be limited to, the reconciliation of all activities conducted under this Agreement, development and delivery of reports, and providing supporting documentation as requested and required by OCPSC.

The Grantee shall review and perform a quality control check on outreach data submitted into CORD by February 28, 2026.

11) REPORTING REQUIREMENTS

The Grantee will be expected to provide reports based upon the schedule below. OCPSC will have full discretion to determine if all deliverables provided by the Grantee meet all requirements and has the right to request changes and/or revisions before acceptance.

Deliverable Number	Deliverable Title	Due Date
1	Monthly Metric Reports	5 th of each month
2	Quarterly Invoice and Expense Reports	TBD
3	Mid-Term Report	April 1, 2025
4	Final Report	March 1, 2026

12) GRANT PERFORMANCE

The State will be the sole judge of the acceptability of all work performed and all work products produced by the Grantee as a result of this Scope of Work, Exhibit A. Should the work performed, or the products produced by the Grantee fail to meet minimum State conditions, requirements or other applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes.

The State will notify the Grantee in writing within five (5) State business days of receiving service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Grantee.

The Grantee will, within five (5) State business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.

The State will, within five (5) State business days after receipt of the Grantee's detailed explanation and/or proposed corrective action plan, notify the Grantee in writing whether it accepts or rejects the explanation and/or plan. If the State rejects the explanation and/or plan, the Grantee will submit a revised corrective action plan within three (3) State business days of notification of rejection.

The State will, within three (3) State business days of receipt of the revised corrective action plan, notify the Grantee in writing whether it accepts or rejects the revised corrective action plan proposed by the Grantee.

13) DATA OWNERSHIP AND USAGE

OCPSC shall be the owner and manager of data entered into CORD by the Grantee. The Grantee shall not release or use the data for any other purposes.

14) **HARDWARE AND SOFTWARE RESPONSIBILITIES**

OCPSC shall not be responsible for the procurement activities for all necessary hardware and software. The Grantee shall provide necessary hardware and software to complete services as stated in this Scope of Work, Exhibit A.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the services and invoices by OCPSC, OCPSC agrees to reimburse the Grantee in accordance with the rates as specified in Budget, Exhibit B-1. Grantee is obligated to comply with all reporting and meeting requirements. Failure to meet these obligations may result in delayed or withheld payments until such time as the Grantee achieves compliance with the specified reporting and meeting standards.

The Grantee must exercise fiscal responsibility to ensure that the funds are appropriately distributed and not expended prematurely. Spending the grant funds judiciously across the grant period is essential for achieving the specified goals and the Grantee commits to avoiding any actions that may lead to the depletion of funds before the conclusion of the grant period. Grantee should expend 50% of their overall budget in the first year of this agreement.

- B. California Advance Payment (**A.B. 590**– 2023, enacted) authorizes a state agency to provide advance payment of up to 25% of the total amount to eligible nonprofits and prioritizes recipients and projects serving disadvantaged, low-income, and under-resourced communities.
- C. Within 30 days of agreement execution, upon receipt of a full and complete invoice, OCPSC will make a payment in advance, not to exceed 25% of the total value of the agreement. The Grantee will acknowledge receipt of the advance payment via e-mail, which shall be credited against the amount due with each invoice, which will be submitted no more frequently than monthly.
- D. Invoices thereafter shall include the Agreement Number OCPSC2xxxx and shall be submitted not more frequently than quarterly, in arrears by email to:
- accountspayable@opr.ca.gov
- E. Grantee will submit an expense report with each invoice, that uses the template provided by The OCPSC that documents interactive engagements completed to date, and budget expended to date. Information must align with monthly CORD reporting. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee in accordance with rates identified in Exhibit B-1, Budget Detail.

Invoices must:

- Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Contract.
- Bear the Grantee's name, as shown on the Contract.

- Include the OCPSC Contract Number
- Identify the amount of the advance provided by OCPSC, identify the amount drawn down from the advance payment, and identify the amount remaining of the advance payment.
- Include an attached Quarterly Invoice Report using the template provided by OCPSC.

F. Grantee may submit additional requests for payment in advance once the original advance payment is fully drawn down from actual services rendered. Each additional advance payment request can be no more than 25% of the original agreement maximum amount.

2. BUDGET CONTINGENCY CLAUSE

- 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 Grantee or to furnish any other considerations under this Agreement and Grantee 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 amendment to Grantee to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code (GC) section 927 et seq.

4. PAYMENT PROVISIONS

- A. Payments made to the Grantee based upon the rates established within Exhibit B-1.

5. RECORD KEEPING

OCPSC requires the Grantee to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and expenses and to hold them available for audit and inspection by the State for three (3) years after final payment.

6. COST LIMITATION

- A. The amount of this Agreement shall not exceed [Insert Agreement Total: \$300,00, \$600,000 or \$1,000,000].
- B. It is understood and agreed that this total is an estimate and that OCPSC will reimburse only for activities actually rendered and accepted by OCPSC as outlined Exhibit B-1.

7. ELIGIBLE ACTIVITIES

TMN grants provide funds that may be used for a wide variety of operational and program functions, including, but not limited to:

- Staff salaries
- Payments to contracted technical or administrative professionals
- Telephone, shipping and postage costs
- Space rental and occupancy costs (maintenance, security, insurance, utilities, etc.)
- Printing, advertising and marketing costs
- Evaluation services and documentation (photo, video, audio, collection of statistical information, etc.)
- Travel and conference expenses for staff and/or volunteers to attend OCPSC-sponsored or approved workshops, community convenings, collective impact table events, etc.
- Production costs
- Materials and supplies

8. INELIGIBLE AND LIMITED ACTIVITIES

A. Due to the nature of this funding source (public), the following activities are not permitted, will not be reimbursed, and may not be included as part of of this Agreement:

- Expenses incurred outside of the period of performance
- Brick and mortar or capital improvements/construction
- Elimination or reduction of existing debt
- Benefits, fund-raisers and social events
- Scholarship assistance for academic or non-academic programs
- Political contributions
- Lobbying activities
- Legal fees
- Religious programming, activities or paraphernalia
- Expenses for programs that occur in spaces that are not ADA-compliant
- Hiring medical professionals to staff vaccination clinics
- Purchase of personal protective equipment (PPE) and/or COVID-19 testing kits for distribution to community
- Insurance premiums as a separate line item

B. The following activities will be permitted, subject to the following limitations:

- Partial rent and utilities associated with the project should reflect months of work based on an appropriate full-time equivalent (FTE) percentage
- Data management and software subscription/license costs, upon request/approval

**EXHIBIT B-1
BUDGET DETAIL**

OCPSC agrees to reimburse the Grantee in accordance with the cost per engagement rate identified below:

Awarding Tier	Cost Per Engagement	Number of Engagements	Maximum Agreement Amount
TBD – Tier A, B, or C Based upon Award	TBD Based Upon Application and Award	Based upon Awarding Tier	TBD Based Upon Award

EXHIBIT C
GENERAL TERMS AND CONDITIONS

General Terms and Conditions (GTC 04/2017)

All documents issued under this contract incorporate the contract terms and applicable California General Terms and Conditions for non-IT services: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. SETTLEMENT OF DISPUTES

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement shall be decided by the OCPSC Chief Deputy Director, who may consider any written or verbal evidence submitted by the Grantee. The decision of the OCPSC Chief Deputy Director, issued in writing, shall be OCPSC's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the OCPSC Chief Deputy Director will excuse the Grantee from full and timely performance in accordance with the terms of the Agreement.

2. TERMINATION

- A. If, after award and execution of the Agreement, the Grantee's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Grantee failing to perform services required by the Agreement in a satisfactory manner.
- B. OCPSC reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Grantee, or immediately in the event of default or material breach by the Grantee.

3. OPERATING EXPENSES

The Grantee shall submit, upon OCPSC's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records, which substantiate the propriety of such charges.

4. SUBGRANTEES

Nothing contained in this Agreement or otherwise, shall create any contractual relation between OCPSC and any subGrantees, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to OCPSC for the acts and omissions of its subGrantees 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 Grantee. The Grantee's obligation to pay its subGrantees is an independent obligation from OCPSC's obligation to make payments to the Grantee. As a result, OCPSC shall have no obligation to pay or to enforce the payment of any monies to any subGrantee.

5. OWNERSHIP OF WORK PRODUCT AND DATA

- A. All work product as a result of the work performed by the Grantee under this Agreement, shall be owned by OCPSC and shall be considered works made for hire by the Grantee to OCPSC.

- B. All intellectual property rights, ownership and title to all reports, documents, plans, and specifications produced as part of this Agreement will automatically be vested in OCPSC and no further agreement will be necessary to transfer ownership to OCPSC. The Grantee shall furnish OCPSC all necessary copies of data needed to complete the review and approval process. Grantee can use any products with free license upon pre-approval of OCPSC contract manager and must secure approval for use in writing.

6. INSURANCE

The Grantee must maintain through the duration of the Agreement commercial, general liability, automotive liability, and workers' compensation insurance. The State will not be responsible or liable if for any reason the Grantee does not maintain adequate insurance coverage to meet all potential liability risks arising from activities provided pursuant to this Agreement. In addition, the Grantee must carry any and all insurance coverages required by law. By signing this Agreement, the Grantee certifies that it will be responsible for claims arising from Grantee's performance of this Agreement or any activities, outreach, or other events sponsored by the Grantee in commencement of this Agreement.

7. INFORMATION SECURITY

State Administrative Manual (SAM) Sections 5300 – 5365.9

- A. If this Agreement involves the collection and/or exchange of personally identifiable information ("Data"), Grantee agrees to follow all of the State of California requirements for agreements between State and non-State entities as defined in California State Administration Manual (SAM), section 5305.8. Specifically:
1. Appropriate levels of security (confidentiality, integrity and availability) for the data based on data categorization and classification and FIPS Publication 199 protection levels.
 2. Grantee agrees to apply all standards for transmission and storage of the data, including encryption and destruction.
 3. Grantee agrees to comply with statewide policies and laws regarding the use and protection of information resources and data, including those set forth in this SAM sections 5300-5365.9.
 4. Grantee will enter into confidentiality statements with OCPSC.
 5. Grantee agrees to apply security patches and upgrades, and keep virus software up-to-date on all systems on which data may be stored, processed, input or otherwise interact with the data.
 6. Grantee agrees to notify OCPSC promptly if a security incident involving the information system or data occurs.
 7. Grantee agrees that OCPSC shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that Grantee shall cooperate fully in such investigations.
 8. Grantee agrees that Grantee shall be responsible for all costs incurred by Grantee due to security incident resulting from Grantee 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 Grantee, or Grantee of Grantee experiences a loss or breach of data, Grantee and Grantee shall immediately report the loss or breach to OCPSC. If OCPSC determines that notice to the individuals whose data has been lost or breached is appropriate, Grantee will bear any and all costs associated with the notice or any mitigation selected by OCPSC. 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.

9. Grantee agrees that Grantee shall immediately notify and work cooperatively with OCPSC to respond timely and correctly to public records act requests.
10. Grantee agrees to work with OCPSC to address the appropriate disposition of records held by Grantee during the term of its Agreement with OCPSC.
 - B. Grantee shall instruct all staff with access to the Data about the requirements for handling such confidential information and require each person who will have access to confidential information to comply with the confidentiality provisions of this Agreement.
 - C. Grantee shall not assign this Agreement or any portion thereof to any subGrantee or other third party without the prior written consent of OCPSC, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
 - D. Grantee will not contact the individuals outside of the services being performed pursuant to this Agreement unless Grantee has an independent relationship with an individual outside of this agreement.
 - E. Grantee shall not re-disclose any Data, with or without specific identifying information, to any other requesting individuals, agencies, or organizations, unless permitted or required by law.
 - F. Grantee shall use the Data only for the purpose described in the Scope of Work, Exhibit A, and the Grantee shall not use the confidential information for Grantee's gain or profit.
 - G. Grantee shall keep all Data in a location physically and electronically secure from unauthorized access. Data shall be stored and processed in a way that unauthorized persons cannot access the information.
 - H. Grantee shall permit examination and on-site inspections by OCPSC upon reasonable advance notice solely for the purpose of ascertaining whether the terms of this Agreement are being met.
 - I. Grantee agrees that the Data shall be destroyed when no longer needed for the purposes for which it was collected.

8. PRIVACY, SECURITY, AND CONFIDENTIALITY

All data collected by the Grantee shall be considered confidential and will be protected from unauthorized use and disclosure through the observance of the same or more effective means as that required by applicable federal and/or state laws governing individual privacy rights and data security.

9. ACCEPTABLE USE AND DISCLOSURE

The Grantee shall not use or disclose confidential data other than as permitted or required by this Scope of Work, Exhibit A. If there is any unauthorized release or disclosure of this confidential data, the Grantee shall notify the Contract Manager immediately.

10. AGENCY LIABILITY

- A. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such percentage, brokerage, or contingent fee.
- B. Grantee agrees to indemnify OCPSC for any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Grantee's intentional or grossly negligent release of personally identifiable data ("Claims") by third parties.
- C. The parties agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement, if appropriate under the circumstances. The parties agree to promptly inform one another whenever a claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement.
- D. The provisions of this Exhibit shall survive the termination or expiration of this Agreement.

ATTACHMENT 2 – GRANTEE REFERENCE FORM

Applicants must submit two (2) funder references per application. References may be contacted for verification. References shall include current or past funders for either grants or contracts (this cannot include OCPSC funded programs including CCHP or CWOP funding from Sierra Health Foundation)

<i>Applicant Organization Name</i>	
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Instructions for Funder:

Please fill in electronically or print legibly referencing any current or past contracts/grants for the applicant.

FUNDER REFERENCE INFORMATION

Funder Organization Name:	
Funder Contact Name:	
Funder Contact Title:	
Funder Phone Number:	
Funder Email Address:	
Was this a Grant or Contract:	
Contract/Grant Period of Performance (e.g. 2/26/2021 – 2/26/2024):	
Dollar amount of Contract/Grant:	
Services provided similar to services as described in Exhibit A – Scope of Work	

(continued on next page)

FUNDER REFERENCE RATINGS

Please summarize grantee/contractor performance and select the number in the right column which best corresponds to the performance rating for each question. Please follow the rating guidelines below for a description of rating scale.

Rating Scale:

- Exceptional (5) - Best-in-class performance. Performance met all grant/contract requirements and exceeded several to the funder’s benefit. No issues were encountered.
- Very Good (4) - Performance met all grant/contract requirements and exceeded some to the funder’s benefit. There were a few minor issues, which were negligible.
- Satisfactory (3) - Performance met grant/contract requirements. There were some minor issues, and corrective actions taken by the grantee/contractor were acceptable.
- Marginal (2) - Performance did not meet the grant/contract requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
- Unsatisfactory (1) - Performance did not meet grant/contract requirements. There were serious issues and the grantee’s/contractor’s corrective actions were ineffective.

Funder Reference Questions	Comments, if desired	Rating
1. How would you rate the grantee’s/ contractor’s ability to manage the project and associated staff to meet project goals and objectives?		① ② ③ ④ ⑤ Select One
2. How would you rate the grantee’s/ contractor’s ability to meet all requirements for service delivery in a timely manner?		① ② ③ ④ ⑤ Select One
3. How would you rate the quality of grantee’s/ contractor’s deliverables and services?		① ② ③ ④ ⑤ Select One
4. How would you rate your organization’s overall satisfaction with the grantee/ contractor?		① ② ③ ④ ⑤ Select One
5. How would you rate the grantee’s/ contractor’s fiscal management practices and allocation of funding to achieve the objectives of the project?		① ② ③ ④ ⑤ Select One

Funder Signature: _____ **Date:** _____