

REPRODUCTIVE FREEDOM AND ABORTION ACCESS INITIATIVE

Reproductive Justice and Freedom Fund – Statewide and Regional Program Grants

REQUEST FOR APPLICATION 23-10467



State of California
California Department of Public Health
1616 Capitol Ave,
Sacramento, CA 95814

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1. INTRODUCTION

1.1. OVERVIEW OF REPRODUCTIVE FREEDOM AND ABORTION ACCESS INITIATIVE

The California Department of Public Health's (CDPH) works to protect the public's health in the Golden State and helps shape positive health outcomes for individuals, families and communities. The Department's programs and services, implemented in collaboration with local health departments and state, federal and private partners, touch the lives of every Californian and visitor to the state. The shared vision of CDPH is to protect and improve the health of all Californians. We are dedicated to public service and our mission is to advance the health and well-being of California's diverse people and communities. CDPH is committed to being a transparent, evolving and data-driven organization that provides leading edge public health knowledge and services to all Californians, serves as a change leader in government and engages communities in identifying their own health priorities to develop practical plans to achieve locally sustainable improvements in health.

The Office of Health Equity (OHE) was established to provide a key leadership role to reduce health and mental health disparities experienced by vulnerable communities in California. Primary focal areas of OHE include addressing: racial and gender health equity; the health impacts of climate change; and equity in responses to the COVID-19 pandemic. The office works with community-based organizations (CBOs) and local governmental agencies to ensure that community perspectives and input help to shape a health equity lens in policies and strategic plans, recommendations, and implementation activities.

As part of OHE, the Gender Health Equity Section (GHES) plays a leadership role in the development of programs and policies intended to eliminate gender-based health disparities in California – including reproductive and sexual health. The GHES is dedicated to eliminating systemic bias that impacts health outcomes based on gender identity and sexual orientation, working in partnership with communities and internally within CDPH. The Reproductive Freedom and Abortion Access (RFAA) Unit was established in the GHES to address issues related to reproductive freedom and justice, abortion access and focus attention on California communities who historically and/or systemically experience inequities related to access to related services.

In response to growing threats to reproductive freedom throughout the United States and as a demonstration of California's commitment to be a reproductive freedom state, Governor Newsom and the Legislature authorized expenditures exceeding \$200 million in the FY 2022-23 Budget Act to both defend and expand access to reproductive health services including abortion care.

As part of that investment, CDPH received \$17 million to dismantle historic and long-standing systemic reproductive and sexual health inequities through medically accurate, culturally congruent education and outreach, as well as to create innovative strategies that meaningfully

address and function to eliminate root causes of reproductive oppression. The Reproductive Freedom and Abortion Access Initiative (RFAAI) consists of three components: 1) The California Reproductive Justice and Freedom Fund (RJ Fund) will grant awards to community-based reproductive health, rights, and justice organizations to conduct medically accurate and culturally competent outreach and education on sexual health and reproductive health issues. 2) The comprehensive reproductive rights website, abortion.ca.gov. 3) Research on unmet needs for reproductive health care service. The focus of this RFA will be on component 1.

1.2. OVERVIEW OF FUNDING OPPORTUNITY

This Request for Application (RFA) will fund grants related to the first of the three components of the RFAAI outlined in RFA Section 1.1. The RJ Fund is governed by California Health and Safety Code §140 and funding for the RJ Fund was authorized as part of the Budget Act of 2022-23 (AB 179), §139, Item 4265-111-0001, Provision 9(a). Provision 9(c) of this Item outlines exemptions to, among other items, the Public Contract Code (PCC).

The funding offered in this RFA provides an opportunity to implement a new or existing program that provides and promotes medically accurate, comprehensive reproductive and sexual health education in accordance with HSC §140.

1.3. FUNDING TERM AND AVAILABLE FUNDING

The California State Legislature appropriated \$17 million in 2022-23 to fund activities that address reproductive oppression. Of this funding, \$13.3 million will be issued as grants as part of the RJ Fund. Grants available under the RJ Fund will be funded for a three (3) year period, starting from the date of grant execution.

CDPH allocated \$5.5 million to fund statewide and regional programs over a 3-year period; grants will commence approximately January 8, 2024 and end approximately January 7, 2027. The total funding amount will be distributed between up to two (2) applicants proposing a statewide program with awards totaling up to \$750,000 each and up to eight (8) applicants proposing a regional program with awards totaling up to \$500,000 each.

1.4. KEY ACTION DATES

We recognize that time is of the essence. Applicants are encouraged to follow the dates and times indicated below.

DATE (Times in PDT)	KEY ACTION
June 30, 2023	RFA Released for Application
July 7, 2023 10:00 a.m. – 12:00 p.m.	Pre-Application Conference (<i>Optional</i>)
July 14, 2023 before 5:00 p.m.*	Deadline for Written Question Submission
July 21, 2023	Responses to Written Questions Published on CDPH Website
July 28, 2023 before 5:00 p.m.*	Deadline for Request for Requirements Change
August 25, 2023 before 5:00 p.m.*	Deadline for Application Submission
September 18, 2023 (<i>Estimate</i>)	Notice of Intent to Award Posted on CDPH Website
January 8, 2024 (<i>Estimate</i>)	Grant agreement begins

(*No later than 4:59:59 p.m.)

1.5. PRE-APPLICATION CONFERENCE (OPTIONAL)

For those that want to attend, an optional pre-application conference will be held July 7, 2023 from 10:00 a.m. to 12:00 p.m. PDT and will take place virtually on Zoom. Information on registering for the event can be found on the [RFFA Unit homepage](#).

CDPH strives to comply with the Americans with Disabilities Act (ADA) and will ensure that the pre-application conference is accessible to persons with disabilities, and ensuring this notice is available to the public in appropriate alternative formats when requested. For individuals with disabilities, CDPH will provide assistive services such as sign-language interpretation, real-time captioning, note takers, reading or writing assistance, and conversion of meeting materials into braille, large print, audiocassette, or electronic form. To request such services, please send an email to RFAA@cdph.ca.gov before 5:00 p.m. PDT on June 30, 2023.

1.6. QUESTIONS AND REQUEST FOR REQUIREMENTS CHANGE

Applicants may submit questions regarding the RFA process or requirements via email to RFAA@cdph.ca.gov before 5:00 p.m. PDT on July 14, 2023. Answers are expected to be posted to the CDPH website before 5:00 p.m. PDT on July 21, 2023. Requests for changes to RFA requirements may be submitted via email to RFAA@cdph.ca.gov before 5:00 p.m. PDT on July 28, 2023. At its discretion, CDPH may accommodate change requests to strengthen the procurement or overall effectiveness of the initiative. Any requested changes to the RFA must be made by CDPH through a written addendum. At its discretion, CDPH reserves the right to contact an applicant to seek clarification. Applicants failing to report a known or suspected problem with this RFA or failing to seek clarification to the RFA apply at their own risk. It is the responsibility of

all proposed applicants to continuously monitor the RJ Fund RFA page for modifications and clarifications.

1.7. RESPONSES TO WRITTEN QUESTIONS

CDPH will provide responses to written inquiries about this RFA that are received via email and post the responses on the CDPH website before 5:00 p.m. PDT on July 21, 2023. It is the responsibility of all proposed applicants to continuously monitor the website for modifications and clarifications.

1.8. CONTACT INFORMATION

All communications, unless otherwise specified, should be directed to the following:

Elena Carrillo
Gender Health Equity Specialist
California Department of Public Health
1616 Capitol Ave,
Sacramento, CA 95814
Email: RFAA@cdph.ca.gov

2. BACKGROUND

2.1. RJ FUND GOALS

Since 1973, the Supreme Court of the United States (SCOTUS) continuously held that access to abortion care is a constitutional right before fetal viability under the 14th Amendment to the Constitution of the United States. On June 24, 2022 *Dobbs v. Jackson Women’s Health Organization* decision, the SCOTUS abandoned almost 50 years of precedent and ruled that there is no constitutional right to abortion in The Constitution of the United States. While the erosion of Federal protections for sexual and reproductive health care – including abortion care – had been gradually eroding for decades, this historic decision requires California to ensure that it maintains and expands access to sexual and reproductive health care, including abortion services.

California has historically been a leader in providing reproductive and sexual health services, including family planning, to low-income women. California created the Family Planning, Access, Care and Treatment (FAMILY PACT) Program in 1997 and has provided family planning and reproductive health services at no cost to low-income women and men. This and other policies and resources have led to significant improvement in access to reproductive and sexual health services for California persons in need. For example, California has seen a 72% decrease in the teen pregnancy rate between 1988 and 2013 and an 85% decline in the teen birth rate between 1991 and 2020. In 2022, California voters enshrined the right to an abortion and the right to use contraceptives in the Constitution of California.

Although California is committed to ensuring access to reproductive health care services, including abortion, Black, Indigenous, and People of Color (BIPOC) communities; immigrants; LGBTQI+ people; people with disabilities; young people; and people living in poverty, they continue to face ongoing reproductive oppression. Issues such as racism, homophobia, transphobia, economic inequality, sexism, climate change, the criminal system, and lack of affordable housing are all issues that impact the ability and decision to protect our bodily autonomy, have a child, and raise a family.

A significant body of scientific literature shows that the harm caused by restricting access to abortion coverage is serious and long-lasting. Someone who wants an abortion but cannot access care is required to accept the risks of pregnancy and labor-related complications. As discussed earlier, these risks fall much more heavily in certain communities compared to others.

The Turnaway Study by researchers at the University of California, San Francisco (UCSF) is the largest study to examine women's experiences with abortion and unwanted pregnancy in the United States. Among other things, the study found that denying wanted abortion care can have adverse consequences for people's health, safety, and economic well-being. Women denied abortion are more likely to stay tethered to abusive partners, suffer anxiety and loss of self-esteem after being denied abortion, are less likely to have aspirational life plans for the coming year and are more likely to experience poor physical health for years. In addition, compared with women who get the abortion they seek, women who do not obtain a wanted abortion have four times greater odds of subsequently living in poverty, three times greater odds of being unemployed and they are less likely to be able to have the financial resources for basic needs such as food and housing.

Reproductive justice is a framework that was created in 1994 by Black women to address the intersectional and multifaceted issues that women of color and their families face in society. At the core of reproductive justice is the belief in the right to bodily autonomy, the right to have children, the right to not have children, and the right to parent the children we have with dignity and respect in safe and sustainable communities. Reproductive rights are under threat in the United States, with a significant rollback of rights seen since the *Roe v. Wade* ruling. In 2021, states across the country passed more anti-abortion laws than in the last 30 years. In 2022, over 200 anti-abortion bills have been introduced nationwide. Abortion care is a constitutional right and an integral part of comprehensive sexual and reproductive health care and overall health and well-being.

The RJ Fund was established to address these issues, by funding programs that provide and promote medically accurate, comprehensive reproductive and sexual health education. The RJ Fund aims to achieve the following goals:

1) Uphold Reproductive Justice

- Uphold the human right to control sexuality, gender, work, and reproduction. Empower all individuals, particularly women and girls, with economic, social, and

political power and resources. Enable healthy decision-making about their bodies, families, and communities. Recognize the rights to have or not have children and to parent with dignity and respect.

2) Offer Culturally Congruent and Medically Accurate Education

- Provide education that is both culturally congruent and medically accurate, taking into account the cultural beliefs, values, norms, and practices of the target audience. Deliver information that is verified by scientific research, recognized as accurate and objective by professional organizations, and tailored to meet the cultural needs of the communities served.

3) Promote Reproductive Health

- Promote complete physical, mental, and social well-being in matters related to the reproductive system. Support individuals' ability to have a satisfying and safe sex life, exercise reproductive autonomy, and decide if, when, and how often to reproduce.

4) Promote Sexual Health

- Foster physical, emotional, mental, and social well-being in relation to sexuality. Embrace a positive and respectful approach to sexuality and sexual relationships. Support pleasurable and safe experiences free from coercion, discrimination, and violence.

5) Promote Racial Equity

- Transform harmful behaviors, institutions, and systems that disproportionately impact communities of color. Increase access to power, redistribute resources, and eliminate barriers to empower Black, Indigenous, and communities of color to thrive and reach their full potential.

2.2. FUNDED PROGRAM REQUIREMENTS

A program that receives funding shall do all of the following:

- 1) Promote reproductive justice.
- 2) Provide medically accurate, culturally congruent reproductive and sexual health education that is inclusive of information on abortion rights, care, and services. The education or outreach provided by a program shall include information on how to obtain an abortion or provide abortion referrals, especially upon request.
- 3) Focus on communities that have experienced or continue to experience high reproductive or sexual health inequities or disparities. This includes communities that have experienced reproductive or sexual health inequities or disparities because of historic and systemic oppression, based on their race and ethnicity, immigration status, sexual orientation, gender expression, foster youth status, or disability.

2.3. PRIORITY POPULATIONS LIST

All applications are required to center at least one of the priority populations within their proposed program. The priority populations include individuals seeking services in California including:

- 1) **Black, Indigenous, and other People of Color (BIPOC) individuals**
- 2) **Youth (including pregnant and parenting teens)**
- 3) **Individuals with disabilities**
- 4) **Economically vulnerable individuals**
 - Including unhoused people and individuals engaged in survival economies
- 5) **Geographically isolated individuals**
 - Including those physically separated or with limited access to resources, services, and opportunities due to remote location or lack of transportation options
- 6) **Legally vulnerable individuals**
 - Including immigrants, undocumented individuals, unhoused people, currently or and formerly incarcerated people, youth engaged in and recently transitioned from the foster care system, and sex workers
- 7) **LGBTQIA2S+ individuals**
 - Includes Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, Two-Spirit, and other affirmative ways in which people choose to self-identify

CDPH encourages programs to address specific sub-populations, acknowledging that some population definitions, such as Asian and Pacific Islander (API), are too broad to effectively address shared experiences.

2.4. GEOGRAPHIC COVERAGE

The RJ Fund prioritizes funding historically underserved and under-resourced communities of California, including those in urban and rural areas. In the interest of promoting equity in geographic coverage of funding, the highest scoring application in each of the five (5) service areas* listed in Table 1 will be funded. The remaining funding will be distributed to the highest scoring remaining applicants who submitted a compliant application, regardless of service area, for up to a maximum of two (2) total awards for the statewide service area and eight (8) total awards for the regional service areas. (*For service areas in which at least one application is received.)

Table 1
Service Areas

SERVICE AREA	COUNTIES
Northern Region	Alameda, Alpine, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Mateo, Santa Clara, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Yolo, Yuba
Central Region	Amador, Calaveras, Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Stanislaus, Tulare, Tuolumne, Ventura
Southern Region	Imperial, Orange, Riverside, San Bernardino, San Diego
Los Angeles Region	Los Angeles
Statewide	All

Graphic 1
Geographic Coverage



In the application cover sheet, applicants are required to indicate the service area the proposed program will take place in. Applicants are required to select one - and only one - service area in which the proposed program will take place. While applicants are not required to serve an entire service area, proposed programs with wider geographic coverage will be assessed higher.

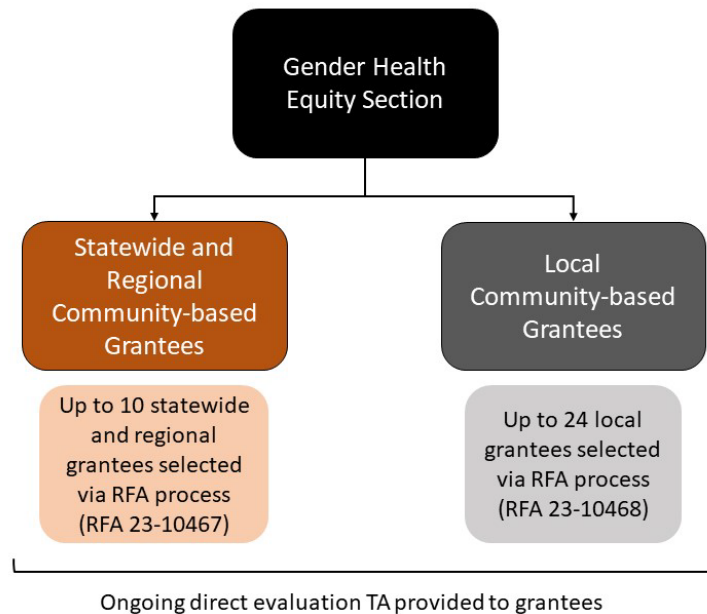
2.5. INITIATIVE GUIDELINES

Should they be awarded a grant, all grantees shall keep informed about and adhere to all program guidelines as established in this RFA and within the Grant Agreement if awarded a grant (See Attachment 12 for a Sample Grant Agreement).

2.6. PROGRAM FUNDING STRUCTURE

The Reproductive Justice and Freedom Fund will be disbursed using two RFAs. This RFA is focused on the Statewide and Regional Community-Based Grantees, as illustrated in Graphic 2.

*Graphic 2
Program Funding Structure*



As illustrated in Graphic 2, GHES staff will manage up to 34 grantees, consisting of public and/or private not-for-profit organizations that have significant experience implementing and/or capacity to implement programs by and for the priority population(s) that they propose to serve. CDPH will provide guidance, technical assistance (TA) and support to grantees for the purpose of evaluating their own programs. TA may take the form of helping grantees design outcome measures and data collection. CDPH will also design an overall evaluation to assess the impact of all grantees collectively.

The funding allocation for the current funding opportunity under the RJ Fund, RFA 23-10467, is presented in Table 2.

*Table 2
Current Funding Opportunity*

RFA	# Grants Awarded	Individual Grant Amount	Grant Duration	Total Awards
Regional Grants				\$5,500,000
Statewide Program	Up to 2	Up to \$750,000	3 years	No data
Regional Program	Up to 8	Up to \$500,000	3 years	No data

Please refer to Section 3.1 for minimum and desired qualifications for the Statewide and Regional Grants RFA.

2.7. ALLOWABLE AND UNALLOWABLE ACTIVITIES

EXAMPLES OF ALLOWABLE ACTIVITIES

- 1) Community outreach and health education
 - a. Workshops
 - b. Seminars
 - c. Health fair booths
 - d. Grantee registration fees (e.g., for participation in a larger community event)
 - e. Community event logistics and materials (A/V equipment, tables and chairs, facility rental)
- 2) Curriculum development (for use by grantee and/or partners, such as schools, faith-based organizations)
 - a. Subject Matter Expert (SME) consultation
- 3) Youth engagement initiatives
 - a. Youth-led advocacy campaigns
 - b. Peer education
 - c. Mentorship programs
- 4) Professional training
 - a. Continuing Medical Education (CME) accreditation (a huge incentive if a training is being developed for health professionals, including doctors of medicine (MDs), doctors of osteopathic medicine (DOs), social workers (MSWs), community health workers (CHWs), etc.)
- 5) Hotlines and helplines
 - a. Toll-free number purchase
- 6) Peer navigation and case management
 - a. Facility rentals

- 7) Program-related education/counseling
 - a. HIPAA-compliant digital tools (videoconference platforms, text services)
- 8) Program-related activity that has a public benefit
- 9) Public awareness campaigns*
 - a. Social media campaigns
 - b. Earned media campaigns
 - c. Media purchases (radio, print, digital advertising, stock photography)
 - d. Database purchases
 - e. Technical assistance (e.g., communications, digital media)
 - f. Video production
 - g. Website development
 - h. Material reproduction and mailings
 - i. Professional translation services
 - j. Journal article purchase (e.g., references to support medically accurate information)
- 10) Miscellaneous
 - a. Videoconference subscriptions (e.g., Zoom)
 - b. Honoraria and participatory incentives for amounts that are fair and reasonable (e.g., focus group participants, training presenters)

*(*State law may require media services totaling more than \$100,000 to undergo additional approvals)*

EXAMPLES OF UNALLOWABLE ACTIVITIES

- 1) Activities not consistent with statutory requirements around medically accurate or culturally congruent education
- 2) Medical service provision (including purchase of medication, diagnostic tests, behavioral health counseling, and therapy)
- 3) Lobbying for or against specific legislation or candidates
- 4) Research (excludes surveys or other data collection used specifically for program development and/or assessment)

2.8. PROJECT EVALUATION

A minimum of 10% of the total award must be allocated to evaluation activities. This may include staff time for overseeing data collection and ongoing evaluation of the funded program.

Each funded program will develop their own approach to evaluation in a manner that is relevant and culturally and linguistically responsive. Evaluation guidance and technical assistance will be provided by CDPH. This will include guidance on the incorporation of required initiative evaluation metrics, including but not limited to standardized demographics and impact measures.

EVALUATION REQUIREMENTS

- 1) **Project Evaluation Plan Development** Grantees will be provided with RJ Fund Evaluation Guidelines at the start of the grant. Within the first 60 days of program implementation, the grantees will be required to develop a program evaluation and data collection plan, including the development of evaluation measures aligned with the RJ Fund’s goals. CDPH will provide TA and support. The proposed program evaluation plan will be submitted for review and acceptance by CDPH within 60 days of the start of the grant period. The grantees will be required to revise the evaluation plan to meet CDPH requirements until the plan is accepted.
- 2) **Evaluation Progress Meetings** Grantees will be expected to meet quarterly with CDPH to discuss program progress and identify needs for TA.
- 3) **Participation in Ongoing Technical Assistance** Grantees will be expected to participate in ongoing evaluation TA sessions (approximately 4 per year) hosted by CDPH to build research and evaluation capacity and network with other funded grantees.
- 4) **Annual and Final Evaluation Updates** Grantees will be required to submit a mid-point evaluation report after eighteen months of implementation, and ensure the completion of a final report that includes, but is not limited to, program and participant data as required under the program evaluation plan.

3. GRANTEE QUALIFICATIONS

3.1. MINIMUM QUALIFICATIONS

Failure to meet the minimum qualification will result in the submitted application to be considered unresponsive and the application will be disqualified.

The applicant **must have**, at minimum, the following qualifications and experience:

- 1) Must be a public or private not-for-profit 501(c)(3) organization.
- 2) Must be based in California.
- 3) Must have at least five (5) years of experience in providing education, resources, or services to the priority population(s) defined in RFA Section 2.3.
- 4) Must be a representative of a disparately impacted community or significant segments of a community or has demonstrated status as a trusted part of the community that it serves.

3.2. DESIRED QUALIFICATIONS

Assessment of applicant qualifications will be based on the following criteria:

- 1) Key personnel demonstrated experience educating and/or outreaching to members of the priority population(s) that the proposed program is designed to serve.
- 2) Key personnel demonstrated experience supporting and/or implementing activities that promote reproductive justice and access to abortion.
- 3) Key personnel demonstrated experience providing reproductive and sexual health education that is medically accurate and culturally congruent and inclusive of information on abortion rights, care, and services.

- 4) Key personnel demonstrated experience employing culturally appropriate and linguistically responsive approaches.
- 5) Organization demonstrated experience establishing and maintaining a relationship(s) with the priority population(s) that the proposed program is designed to serve. Examples of community engagement include, but are not limited to:
 - a. Specific roles for clients/consumers/family members in support of the organization (e.g., program staff, volunteers, advisors)
 - b. Inclusion of representative clients/consumers/family members in organization's leadership positions (e.g., Board of Directors)
- 6) Organization demonstrated previous experience and/or the capacity to successfully administer grants similar in size and scope.
- 7) Organization demonstrated experience and/or capacity to implement an equity-focused statewide or regional* program. (**need not serve the entire designated service area*)

4. APPLICATION INSTRUCTIONS

4.1. REQUIRED FORMAT FOR AN APPLICATION

This RFA, the evaluation of the applications, and the award of any resultant grant will be governed generally by the rules of this section and applicable State policy.

Applications must be organized in the format shown below and contain all the information listed:

- 1) **Table of Contents:** Include a Table of Contents displaying the organization of the application being submitted.
- 2) **Proposed Grantee Submittals:** Attachments 1-12. Please note that the Budget Sheet (Attachment 5) may be included as a separate Excel file.

4.2. ELECTRONIC SUBMISSION

The deadline to submit the application is August 25, 2023 before 5:00 p.m. PDT (i.e., application must be received by CDPH no later than 4:59:59 p.m. PDT). Applicants must submit one (1) PDF, containing all the required elements of the application via email to RFAA@cdph.ca.gov. All documents contained in the application must be signed by a person who is authorized to bind the proposing organization. Applications not submitted electronically by the due date and time indicated above will not be considered.

Email Component	Information Requirement
To Email Address	RFAA@cdph.ca.gov
Subject Line	[Applicant Organization Name] RFA 23-10467 Application
Attachments	<p>Attach one (1) file containing all the required elements of the application. The file can be submitted in PDF format only. The budget sheet may be included in this file, as long as it is in PDF format. Otherwise also attach one (1) Excel file containing the Budget Sheet. Unless otherwise directed, CDPH does NOT accept other formats. CDPH would appreciate it if the file is easily text-searchable, but this is not required.</p> <p>If the attachment exceeds 1.5MB, you may separate the attachment into smaller attachments and submit multiple emails that indicate the sequence number at the end of subject line. For example, if a submission requires three emails, the subject line of the first email to be read should end with "Part 1 of 3".</p>

4.3. MULTIPLE SUBMISSIONS

Multiple submissions will not be considered under the terms of this RFA.

- Applicants may only submit one (1) response to this RFA.

Applicants who submit and/or appear in more than one submitted application will be required to designate the one (1) application to be considered or be disqualified.

5. ASSESSMENT PROCESS

This section explains how the application will be reviewed. It describes the review stages and assessment of all applications. Each application will be assessed based on its response to the information requested in this RFA.

During the review and selection process, CDPH may interview applicants either by telephone for the purpose of clarification and verification of information provided in the application.

5.1. APPLICATION ASSESSMENT

To review all applications, CDPH will develop an assessment team. The assessment team will include CDPH staff, including select subject matter experts. Assessment team members shall have no financial connection to any organizations applying for grants. The assessment team members will review each application thoroughly and assign a final score.

The applications will be reviewed in two stages:

STAGE 1. ADMINISTRATIVE COMPLIANCE (PASS/FAIL)

CDPH will review applications for compliance with requirements and completeness. Applications that fail Stage 1 will be disqualified and eliminated from further review.

STAGE 2. APPLICATION ASSESSMENT

Applicants that pass Stage 1 will have their grantee narrative (See Attachment 4) and budget (See Attachment 5) assessed based on the following assessment criteria (maximum points available for each criterion are noted):

Assessment Criteria	Maximum Possible Points
Organization Capacity	30
Project Design and Approach	50
Budget	20
Maximum Total Points Possible	100 Points

A minimum of 80 points out of the 100 possible points must be achieved to be considered compliant.

5.2. AWARD PROCEDURES

Up to two (2) grants for statewide programs and up to eight (8) grants for regional programs shall be awarded through this RFA process. To determine the award of funding, applications for each

service area will be ranked by total score from highest to lowest. Awards will go to the highest scoring applicant for each service area that will be served (i.e., service areas in which at least one application is received). The remaining funding will be distributed to the highest scoring remaining applicants who submitted a compliant application, regardless of service area. If all the funds for this RFA are not expended in the regional grants, CDPH has the discretion to reallocate the funds to qualified applicants in other grants contained in the RJ Fund. At no point will the total cost for all grants awarded in the RJ Fund exceed \$13.3 million (total funding allocated for the RJ Fund).

5.3. GRANT AWARD APPEALS PROCEDURES

An applicant who has submitted an application and was not funded may file an appeal with OHE. Appeals must state the reason, law, rule, regulation, or practice that the applicant believes has been improperly applied in regard to the evaluation or selection process. There is no appeal process for applications that are submitted late or are incomplete. Appeals shall be limited to the following:

- 1) CDPH GHES failed to correctly apply the application review process, the format requirements, or evaluating the applications as specified in the RFA.
- 2) CDPH GHES failed to follow the methods for evaluating and assessing the applications as specified in CDPH OHE RFA 23-10467.

Appeals must be sent by email to RFAA@cdph.ca.gov and must be received before 5:00 p.m. PDT on September 25, 2023 or 5 business days following intent to award is announced, whichever is latest. The Deputy Director of CDPH OHE, or a specified designee, will then come to a decision based on the written appeal letter. The decision of the Deputy Director of CDPH OHE, or the specified designee, will be the final remedy. Applicants will be notified by email within 15 days of the results of the written appeal letter. CDPH OHE reserves the right to award the grant when all appeals have been resolved, withdrawn, or responded to the satisfaction of CDPH OHE.

6. ADMINISTRATION

6.1. COST OF DEVELOPING AN APPLICATION

The applicant is responsible for the cost of developing an application and this cost cannot be charged to the State.

6.2. ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE (EO N-6-22)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate

contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

For further information, please refer to the [executive order issued by the Governor](#).

6.3. CERTIFICATION OF FINANCIAL SOLVENCY

The applicant must submit a certification to certify, to the best of their knowledge and belief, that its organization and project team are financially solvent and will remain so during the life of any grant awarded (See Attachment 8).

6.4. RFA CANCELLATION AND ADDENDUM

If it is in the State's best interest, CDPH reserves the right to do any of the following:

- Cancel this RFA;
- Create addendums to this RFA as needed; or
- Reject any or all applications received in response to this RFA.

If an addendum to the RFA is created, CDPH will post it on the CDPH website. It is the responsibility of all proposed applicants to continuously monitor GHES's website for modifications and clarifications.

6.5. ERRORS

If an applicant discovers any ambiguity, conflict, omission, or other error in the RFA, the applicant shall immediately notify CDPH of such error in writing and request modification or clarification of the document. Modifications or clarifications will be posted on the CDPH website, without divulging the source of the request for clarification. It is the responsibility of all proposed applicants to continuously monitor the website for modifications and clarifications.

An error in the final application may cause the rejection of that application; however, CDPH may at its sole discretion retain the application and make certain corrections. In determining if a correction will be made, CDPH will consider the conformance of the application to the format and content required by the RFA, and any unusual complexity of the format and content required by the RFA.

- 1) If the applicant's intent is clearly established based on review of the complete final application submittal, CDPH may at its sole discretion correct an error based on that established intent.
- 2) CDPH may at its sole discretion correct obvious clerical errors.
- 3) If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the applicant (if awarded the grant) or in a requirement of the grantee to supply a major item at no cost, the applicant will be given the opportunity to promptly establish the grounds legally justifying relief from its application.
- 4) It is absolutely essential that the applicant carefully review the cost elements in their final application as they will not have the option to correct errors after the submission deadline.
- 5) CDPH may request clarification of items in the applicant's response if the meaning is not clear to CDPH. Responses to requests for clarification must be confirmed in writing by the applicant as instructed by Elena Carrillo, Gender Health Equity Specialist, at the time of the request.
- 6) At CDPH's sole discretion, it may declare the final application to be a draft application if CDPH determines that final applications from all applicants contain material deviations. Applicants may not dispute CDPH's determination that all applications have material deviations. If all applications are declared noncompliant, CDPH may issue an addendum to the RFA. Should this occur, CDPH may hold confidential discussions with participating applicants who are interested in continuing to be considered. Each participating applicant will be notified of the due date for the submission of a new final application to CDPH. This submission must conform to the requirements of the original RFA as amended by any subsequent addenda. The new final applications will be evaluated as required by RFA Section 5.

6.6. MODIFYING OR WITHDRAWAL OF APPLICATION

An applicant may, by emailing RFAA@cdph.ca.gov, withdraw or modify a submitted application before the deadline for application submission as referenced in RFA Section 1.4 or any addenda thereafter. Applications cannot be changed after the submission deadline.

6.7. IMMATERIAL DEFECT

CDPH may waive any immaterial defect or deviation contained in a grantee's application. CDPH's waiver shall in no way modify the application or excuse the successful grantee from full compliance.

6.8. DISPOSITION OF APPLICATIONS

Upon application opening, 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 (Government Code Section 6250 et seq.) and subject to review by the public.

6.9. APPLICANT'S ADMONISHMENT

The RFA contains the instructions governing the requirements for a firm quotation to be submitted by interested applicants, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and applicant responsibilities. Applicants must take the responsibility to carefully read the entire RFA, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFA are followed and appropriately addressed, and carefully reread the entire RFA before submitting application.

6.10. REJECTION OF APPLICATION

Deviation from stated requirements, whether or not intentional, may cause an application to be non-compliant and not considered for award. CDPH may reject any or all applications and may waive any immaterial deviation or defect in an application. CDPH's waiver of any immaterial deviation or defect shall in no way modify the RFA documents or excuse the grantee from full compliance with the RFA specifications if awarded a grant. Final applications not received by the date and time specified in RFA Section 1.4 will be rejected.

6.11. AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start on the date set by CDPH and the grantee after all approvals have been obtained and the agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, upon five (5) days written notice to the grantee, CDPH reserves the right to terminate the agreement. All performance under agreement shall be completed on or before the expiration date of the agreement. The estimated term of the agreement is expected to last until January 7, 2027. A sample Grant Agreement, Attachment 13, is attached for review. The grantee who is awarded a grant will be required to sign the Grant Agreement and other related documents.

6.12. ATTACHMENTS

ATTACHMENT 1 – Required Attachments Checklist*

A responsive application shall consist of all the required items identified below for the applicant. Complete this checklist by marking the box with an “X” for each completed item being submitted to CDPH. If not applicable, please indicate “N/A”.

<u>Form</u>	<u>Description</u>
<input type="checkbox"/>	Attachment 1 Required Attachments Checklist
<input type="checkbox"/>	Attachment 2 Application Summary
<input type="checkbox"/>	Attachment 3 Minimum Qualifications Certification
<input type="checkbox"/>	Attachment 4 Narrative
<input type="checkbox"/>	Attachment 5 Budget Sheet
<input type="checkbox"/>	Attachment 6 Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/>	Attachment 7 Compliance with Economic Sanctions in Response to Russia’s Action in Ukraine Form**
<input type="checkbox"/>	Attachment 8 Certification of Financial Solvency
<input type="checkbox"/>	Attachment 9 Payee Data Record (STD 204)
<input type="checkbox"/>	Attachment 10 CDPH 9083 – Government Agency Taxpayer ID Form**
<input type="checkbox"/>	Attachment 11 California Civil Rights Law Attachment

*Attachments 12-14 are FOR INFORMATIONAL PURPOSES ONLY.

**If applicable.

ATTACHMENT 2 – Application Summary

Organization Name	Primary Contact
Address	Phone Number
City, State, Zip	Email
Type of Organization (Please select one)	Total Funding Requested
<input type="checkbox"/> Public 501(c)(3) Organization <input type="checkbox"/> Private 501(c)(3) Organization	
Service Area (Please select one)	Priority Population (Select all that apply)
<input type="checkbox"/> Northern California Region <input type="checkbox"/> Central California Region <input type="checkbox"/> Southern California Region <input type="checkbox"/> Los Angeles Region <input type="checkbox"/> Statewide	<input type="checkbox"/> BIPOC individuals <input type="checkbox"/> Youth (including pregnant and parenting) <input type="checkbox"/> Individuals with disabilities <input type="checkbox"/> Economically vulnerable individuals <input type="checkbox"/> Geographically isolated individuals <input type="checkbox"/> Legally vulnerable individuals <input type="checkbox"/> LGBTQIA2S+ individuals

ATTACHMENT 3 – Minimum Qualifications Certification

I, _____, certify that _____ fulfills the following minimum qualifications and have attached documentation to verify each qualification as required:

Qualification	Please check the appropriate boxes
1) Must be a public or private non-for-profit organization.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Must be based in California.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Must have at least five (5) years of experience in providing education, resources, or services to the priority populations defined in RFA Section 2.3.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4) Must be a representative of a disparately impacted community or significant segments of a community or has demonstrated status as a trusted part of the community that it serves.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed: _____ Date: _____

Title: _____

Organization Name: _____

ATTACHMENT 4 – Narrative

The applicant will submit a narrative addressing the following required elements:

ORGANIZATION CAPACITY (30 POINTS)

*MAXIMUM PAGE LIMIT 5 PAGES, NOT INCLUDING RESUMES AND ORGANIZATIONAL CHART;
MINIMUM SIZE 10 FONT, NOT APPLIED TO FOOTNOTES/ENDNOTES*

- a. Describe the organization, its programmatic focus, and clients served. Explain how the mission of the organization aligns with the RJ Fund. Please note that CDPH has an assessment preference for organizations that have demonstrated:
 - i. significant experience establishing and maintaining a relationship(s) with the priority population(s) that the proposed program is designed to serve;
 - ii. previous experience and/or the capacity to successfully administer contracts similar in size and scope; and
 - iii. experience and/or capacity to implement an equity-focused statewide or regional* program. (**need not serve the entire designated service area*)
- b. Describe the leadership’s (board members and executive officers) and key personnel’s ties to the priority population(s) the program is designed to serve, including lived experience.
- c. Identify all key personnel expected to participate in the proposed program and conduct program evaluation, including roles, responsibilities, and years and type of experience for each person. Please note that CDPH has an assessment preference for key personnel that have demonstrated:
 - i. significant experience educating and/or outreaching to members of the priority population(s) that the proposed program is designed to serve;
 - ii. significant experience supporting and/or implementing activities that promote reproductive justice and access to abortion care;
 - iii. significant experience providing reproductive and sexual health education that is medically accurate and culturally congruent and inclusive of information on abortion rights, care, and services; and/or
 - iv. significant experience employing culturally appropriate and linguistically responsive approaches.

If staff for a specific role is not currently identified, provide their presumed responsibilities and qualifications. If you will use subgrantees to perform any services, identify their responsibilities and qualifications. If subgrantees are not currently identified, provide their presumed responsibilities and qualifications.

- d. Provide resumes for all key personnel. Highlight any work experience in enhancing access to and/or delivery of reproductive and sexual health services to the priority population(s) the proposed program is designed to serve.
- e. Provide an organization chart that illustrates the proposed relationships between the lead program manager, key personnel, and support staff that are expected to participate in the program.

PROGRAM DESIGN AND APPROACH (50 POINTS) NO PAGE LIMIT

- a. Identify the priority population(s) and region that the proposed program is designed to serve. Explain, in detail, how the proposed program will make its services accessible to the priority population(s) it is designed to serve across the designated region.
- b. Identify whether funding will be used to enhance or expand existing interventions, or to develop a new intervention.
- c. Provide a theory of change, otherwise known as a logic model, for the proposed program. See [How to Develop a Logic Model](#) by [Compass](#) for detailed instructions on how to set up your logic model. Applicants must use the [Logic Model Template](#) on the CDPH website. Required components include:
 - i. Purpose – What motivates the need for change?
 - ii. Inputs (funding, staff, assets, partners, etc.) – What are the resources/infrastructure needed to operate the project?
 - iii. Activities (interventions, strategies) – What will the organization do with the funding to make this change? What will these activities change, and what will be the anticipated results of those changes?
 - iv. Outputs – What evidence is there that the activities were performed as planned? This can include potential indicators (e.g., 80% of project participants report being linked to affirming care, 90% of staff have completed training series). In detail, describe how outputs will be measured and collected.
 - v. Outcome - What kinds of changes on the individual participants do you envision will come about as a direct or indirect effect of the activities? In detail, describe how outcomes will be measured and collected.
 - vi. Impact - What kinds of changes on the priority population(s) that the proposed program is designed to serve do you envision will come about as a direct or indirect effect of the activities? Describe effects on intersectional populations, if any.
- d. Provide a root cause analysis, otherwise known as the 5 Why's. Many of the factors that affect health are beyond an individual's control. This analysis helps identify the root cause of a problem and determines the relationship between root causes and the problems to which they lead. This analysis illuminates the societal and/or environmental context that leads to poor health. Conducting the root cause analysis will enable your organization focus on the most effective strategies it can implement to benefit the priority population(s) it proposes to serve. See [How to Conduct a Root Cause Analysis](#) by [Compass](#) and [Five Whys for Root Cause Analyses](#) from the Center for Medicaid Services to learn more about how to conduct a root cause analysis.

- e. Provide a detailed workplan. A workplan is a clear, concise description of the steps that will lead to the fulfillment of each activity mentioned above in c.iii., including a projected timeline for completion of the steps identified in this section, e.

ATTACHMENT 5 – Budget Sheet

BUDGET (20 POINTS) NO PAGE LIMIT

Provide a detailed budget for the proposed program, citing costs for personnel, subgrantees(s), technology, equipment and supplies, and other related expenses. Budgets must not exceed \$500,000. Cost for evaluation activities must total a minimum of 10% of the total award and indirect costs must not exceed a maximum 20% of the total budget. This is calculated to the cent, not as a rounded percentage.

Indirect costs are those expenses that are necessary for the general operation of an organization and are not specifically identified with a particular grant, project or activity. Indirect costs can include but are not limited to janitorial services, legal services, etc.

A budget template is available for download through the [CDPH RFAA Unit homepage](#).

If staff for a specific position is not currently identified, indicate “TBD” in the budget sheet. If subgrantees are not currently identified, indicate “TBD” in the budget. Otherwise, if no subgrantees are included in the program budget, indicate “N/A” in the budget sheet.

ATTACHMENT 6 – Contract Certification Clauses (CCC 04/2017)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following

has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards are exempt from this section if they do not receive payment other than payment of each meeting of the board, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 7 – Compliance with Economic Sanctions in Response to Russia’s Actions in Ukraine Form (If Applicable)

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE

Contract Number(s) and/or Grant Number(s): _____ (Attach additional page as needed)

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor’s authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any. Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the Country or State</i>

Please attach a report to this notice form and return it to the individual identified in the cover letter within sixty (60) calendar days, describing the steps, if any, you have taken in response to Russia’s actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

ATTACHMENT 8 – Certification of Financial Solvency

In compliance with the California Department of Public Health (CDPH) contracting protocols, the following certification is required by non-profit offerors submitting an application:

1. The applicant organization official with contracting authority certifies, to the best of their knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The official will notify the CDPH representative in writing of substantial solvency concerns such as depletion of cash reserve accounts, use of cash reserves to meet payroll obligations, inability to meet obligations for accounts payable, evidence of deteriorating accounts receivable collection, evidence of delinquency in payment of IRS or payroll taxes, evidence of fraud or mismanagement, co-mingling of accounts, and/or use of contract funds for non-contract purposes.
2. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the offeror/contractor made a false certification, CDPH may, in addition to other remedies available terminate any contract issued.

Printed Name of Authorized Official _____

Signature/Date: _____/_____

Organization Name: _____

Address: _____

City/State/Zip: _____

EIN: _____

ATTACHMENT 9 – Payee Data Record (STD 204)

The Payee Data Record (STD 204) is a required submittal. It is available at the [California Department of General Services website](#).

ATTACHMENT 10 – CDPH 9083 – Government Agency Taxpayer ID Form

The CDPH 9083 – Government Agency Taxpayer ID Form is a required submittal for government agencies. It is available at [the FI\\$Cal website](#).

ATTACHMENT 11 – California Civil Rights Law Attachment

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<i>Organization Name (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County</i>

ATTACHMENT 12 – Sample Grant Agreement (CDPH 1229) (FOR INFORMATIONAL PURPOSES ONLY, NOT REQUIRED IN SUBMISSION)

PROGRAM PROJECT NAME

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

{Legal Name of Grantee}, hereinafter “Grantee”

Implementing the “{Name of Project},” hereinafter “Project”

GRANT AGREEMENT NUMBER XX-XXXXX

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under [\[e.g. Health and Safety Code \(HSC\), Section 25280.... NOTE: It is the responsibility of the program to identify the appropriate HSC/Statue/Authority that allows the program to award Grant Agreements.\]](#)

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide [\[Provide brief summary – Sample: The Grantee agrees to perform research in the area of Alzheimer’s disease and related disorders. Please note: If your grant is federally funded you must include both the federal Catalog and Federal agreement#, and the term of the Grant must coincide with the federal term\]](#)

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$ [\[](#)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on [\[Start Date \(If this is a new Grant project you must include the “or upon approval of this grant”\)\]](#) and terminates on [\[End Date\]](#). No funds may be requested or invoiced for services performed or costs incurred after [\[End Date\]](#).

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: [Legal Business Name]
Name:	Name:
Address:	Address:
City, ZIP:	City, ZIP:
Phone:	Phone:
E-mail:	E-mail:

Direct all inquiries to the following representatives:

California Department of Public Health, [Branch Title]	Grantee: [Legal Business Name]
Attention:	Attention:
Address	Address
City, Zip	City, Zip
Phone	Phone
E-mail	E-mail

All payments from CDPH to the Grantee; shall be sent to the following address: **[Note: Remittance Address must conform with the new FI\$Cal system information in order to avoid payment delays]**

Remittance Address
Grantee: [Legal Business Name]
Attention "Cashier":
Address
City, Zip
Phone
E-mail

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A, GRANT APPLICATION (Attach the Grantee's response or incorporate by reference, the application should out-lines the activities to be performed as part of the project. A copy of the Grantee's application must be uploaded in CAPS even if incorporating by reference)

Exhibit A, ATTACHMENT 1 - GRANTEE'S WRITTEN MODIFICATIONS, this document shall supersede the Grant Application which includes the final Scope of Work and Budget Cost Sheet and shall be incorporated by reference or attached hereto.

(Delete - If no modifications were made during the acceptance process)

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS (Required)
Attachment X, Advance Payment Provisions (Optional – used when advance payment is approved and applied pursuant to Exhibit B Budget Detail and Payment Provisions optional paragraph 4)

Exhibit C STANDARD GRANT CONDITIONS (Required)

Exhibit D REQUEST FOR APPLICATION (RFA) (The program must either link the RFA or incorporate by refences. Delete if no RFA was used as part of the final award)

Exhibit E ADDITIONAL PROVISIONS (Required)

Exhibit F FEDERAL TERMS AND CONDITIONS (Include only when project is federally funded)

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____
Name, Director
Legal Business Name - County of Lake – Health Services
Address

Date: _____
Name, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Please continue to the next page.

ATTACHMENT 13 – List of Acronyms (FOR INFORMATIONAL PURPOSES ONLY, NOT REQUIRED IN SUBMISSION)

CBO – Community-Based Organization

CDPH – California Department of Public Health

GHEs – Gender Health Equity Section

PCC – Public Contracting Code

RFA – Request for Application

RFAAI – Reproductive Freedom and Abortion Access Initiative

RJ Fund – Reproductive Justice and Freedom Fund

TA – Technical Assistance

ATTACHMENT 14 – RFA Terms and Definitions (FOR INFORMATIONAL PURPOSES ONLY, NOT REQUIRED IN SUBMISSION)

Community-based organization – A public or private not-for-profit organization that provides education, resources, or services and is representative of a disparately impacted community or significant segments of a community or has demonstrated status as a trusted part of the community that it serves.

Culturally congruent education – Education that takes account of the cultural beliefs, values, norms, patterns, way of life, or practices of the target audience to provide appropriate and meaningful education. Culturally congruent education and outreach fits a person’s or community’s lifestyle, values, and systems of meaning. It requires acknowledgment, respect, and adaptation of information to the cultural needs of the communities served. Additionally, it contemplates sociocultural and situational factors into education.

Medically accurate – Factual information, verified or supported by research conducted in compliance with scientific methods, published in peer-reviewed journals, if appropriate, and recognized as accurate and objective by the relevant professional organizations.

Racial equity – The condition achieved when race can no longer be used to predict life outcomes and when conditions for all groups are improved. Racial equity includes transforming the behaviors, institutions, and systems that harm disparately impacted communities, including by increasing access to power, redistributing and providing additional resources, and eliminating barriers to opportunity, in order to empower Black, Indigenous, and communities of color to thrive and realize their full potential.

Reproductive health – The state of complete physical, mental, and social well-being, and not merely the absence of disease or infirmity, in all matters relating to the reproductive system and to its functions and processes. “Reproductive health” implies that a person is able to have a satisfying and safe sex life and that they have the capability to reproduce and the freedom to decide if, when, and how often to do so.

Reproductive justice – The human right to control our sexuality, our gender, our work, and our reproduction, which can only be achieved when all people, particularly women and girls, have the complete economic, social, and political power and resources to make healthy decisions about their bodies, their families, and their communities in all areas of their lives. At the core of “reproductive justice” – is the belief that all people have the right to have children, the right to

not have children, and the right to parent the children they have with dignity and respect, in safe and sustainable communities.

Sexual health – The state of physical, emotional, mental, and social well-being in relation to sexuality, and not merely the absence of disease, dysfunction, or infirmity. “Sexual health” requires a positive and respectful approach to sexuality and sexual relationships, as well as the possibility of having pleasurable and safe sexual experiences, free of coercion, discrimination, and violence.