

Transgender, Gender Nonconforming, and Intersex (TGI) Health and Wellness Fund

Gender Affirming Care Clinical Services Grants

REQUEST FOR APPLICATION 23-10469



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

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1. INTRODUCTION

1.1. OVERVIEW OF THE TRANSGENDER, GENDER NONCONFORMING, AND INTERSEX WELLNESS AND EQUITY FUND

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 leadership role within CDPH 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 CDPH and 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. In partnership with communities, the GHES is dedicated to eliminating systemic bias that impacts health outcomes based on gender identity and sexual orientation. The Transgender, Gender-Diverse, and Intersex Wellness and Equity Unit (TGI Unit) was established in the GHES to administer the Transgender, Gender Nonconforming and Intersex Wellness and Equity Fund (TGI Fund) and elevate health equity issues impacting TGI Californians. This Unit is the first in the nation at a state-level department of public health created solely to address the immense health disparities experienced by TGI people caused by systemic discrimination in healthcare settings, housing, employment, and public accommodations.

Assembly Bill 2218 (2020, Santiago) established the TGI Fund. [Health and Safety Code \(HSC\) §150900](#) governs the use of the TGI Fund and established CDPH’s Office of Health Equity as its administrator. An appropriation of \$13 million was made to the TGI Fund in the Budget Act of 2021. The funding was subsequently reappropriated in the Budget Act of 2022 for expenditure or encumbrance through June 30, 2025. Of this funding, approximately \$10.3 million was appropriated for local assistance grants (Budget Act of 2022-23 (AB 178), §144, Item 4265-111-

3385) and the remainder for state operations (Budget Act of 2022-23 (AB 178) §142, Item 4265-001-3385). These appropriations also included exemptions to, among other items, the Public Contract Code (PCC).

All local assistance funding shall be used entirely to provide grants funding activities focused on coordinating trans-inclusive health care. Please see Section 2.1 for a detailed description of the types of services these grants may fund. This Request for Application (RFA) represents a portion of funds available for grants and will be followed by at least one additional RFA in the future.

1.2. OVERVIEW OF FUNDING OPPORTUNITY

This RFA provides an opportunity for organizations to apply for funding for programming to provide gender affirming health care services. The funding will help projects ensure that TGI individuals have access to the care they need to live healthy and fulfilling lives. Through this RFA, organizations will propose innovative approaches to delivering gender affirming care services and improving the quality and accessibility of these services. The goal of this RFA is to support the development and expansion of clinical services that are responsive to the needs of TGI communities in California.

1.3. FUNDING TERM AND AVAILABLE FUNDING

Under this RFA, Grants for clinical services related to gender affirming health care will be funded up to \$2.5 million over a 2-year period; grants will commence approximately February 1, 2024 and end January 31, 2026. The total funding amount will be distributed between up to 5 applicants, 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 10, 2023 4:00 p.m. – 6:00 p.m.	Pre-Application Conference (<i>Optional</i>)
July 17, 2023 before 5:00 p.m.*	Deadline for Written Question Submission
July 24, 2023	Responses to Written Questions Published on Website
July 31, 2023 before 5:00 p.m.*	Deadline for Request for Requirements Change
August 31, 2023 before 5:00 p.m.*	Deadline for Application Submission
September 25, 2023 (<i>Estimate</i>)	Notice of Intent to Award Posted at CDPH
February 1, 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 at the date and time listed in Section 1.4 and will take place virtually. Information on registering for the event can be found on the [TGI Wellness and Equity Unit's website](#).

Spanish interpretation services will be available during the pre-application conference for applicants to utilize this accommodation.

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 request via email to TGIUnit@cdph.ca.gov before 5:00 p.m. on July 7, 2023.

1.6. QUESTIONS AND REQUEST FOR REQUIREMENTS CHANGE

Prospective grantees may submit questions regarding the RFA process or requirements change via email to TGIUnit@cdph.ca.gov before the date and time listed in Section 1.4. Answers are expected to be posted to the TGI Fund website by the date and time listed in Section 1.4. At its discretion, CDPH may accommodate change requests to strengthen the procurement or overall effectiveness of the initiative. All changes to the RFA must be made by 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 submit an application at their own risk. It is the responsibility of all proposed applicants to continuously monitor the TGI Fund website 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 TGI Fund website by the date and time listed in Section 1.4. It is the responsibility of all proposed applicants to continuously monitor the TGI Fund website for modifications and clarifications.

1.8. CONTACT INFORMATION

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

Malina Keaton
Gender Health Equity Specialist
California Department of Public Health
1616 Capitol Ave
Sacramento, CA 95814
Email: TGIUnit@cdph.ca.gov

2. BACKGROUND

2.1. TGI FUND GOALS

The TGI Fund was established in 2020 to reduce the immense health disparities experienced by transgender, gender non-conforming and intersex (TGI) Californians caused by systemic discrimination in healthcare settings, housing, employment and public accommodations. Funding will support TGI-serving organizations and their partners that focus on supportive housing services, therapeutic arts programs, increasing access to gender affirming care, and improving culturally responsive care by health care professionals as established in HSC §150900.

HSC §150900 requires CDPH and OHE administer the TGI Fund for purposes of funding grants to create programs, or funding existing programs, focused on coordinating trans-inclusive health care for individuals who identify as transgender, gender non-conforming or intersex.

The TGI Fund may also be used to fund grants for a hospital, health care clinic, or other medical provider for the purpose of providing gender-affirming health care services such as hormone therapy or gender affirming surgical services. Grants can fund existing or new programs and require the applicant to apply in partnership with a TGI-serving organization (as defined in HSC §(f)(2)) and consult with the TGI-serving organization throughout the process of creating and implementing its trans-inclusive health care program. This is the focus of this RFA.

As part of future RFAs, the TGI Fund may also fund grants to TGI-Serving Organizations for the following purposes:

- (1) Increasing capacity of healthcare professionals to effectively provide TGI health care and institute TGI-inclusive best practices (including the creation of educational materials or facilitation of capacity building trainings).
- (2) Facilitating therapeutic arts programs such as dancing, painting or writing.
- (3) Assisting, identifying, and referring TGI people to access supportive housing. This includes case management opportunities, financial assistance, and assisting TGI people in receiving and utilizing housing vouchers. If a TGI-serving organization has already

implemented a TGI-specific housing program, funding may be utilized to maintain or expand existing housing programs.

Grants for these funding categories are only available to TGI-Serving organizations as defined in HSC §150900 (f)(2) as:

- (A) A public or non-profit organization with a mission statement that centers around serving transgender, gender nonconforming, and intersex people, and where at least 65% of the clients of the organization are TGI.

- (B) A non-profit that serves as the fiscal agent or sponsor for an organization described in subparagraph (A). A non-profit that is serving as a fiscal agent or sponsor shall pass all funding to the organization, but may charge a reasonable or industry standard fee for administrative costs of not more than 16%.

Grants from the TGI Fund will be distributed in two phases:

1. Gender Affirming Care Clinical Services Grants (this RFA) will focus on gender affirming health care services.
2. TGI Community Care Grants will focus on “health and wellness” services as defined in HSC §150900 (c)(1), (2) and (3) – listed above in this section.

2.2. FUNDED PROGRAM REQUIREMENTS

For the purpose of this RFA, CDPH will fund programs that provide clinical services related to gender affirming care focused on the specified priority populations. According to the World Health Organization, “Gender-affirmative health care can include any single or combination of a number of social, psychological, behavioral or medical (including hormonal treatment or surgery) interventions designed to support and affirm an individual’s gender identity.”

2.3. PRIORITY POPULATIONS LIST

All applications are required to center TGI populations within proposed projects. TGI populations are inclusive of individuals that identify as:

- Transgender – “Transgender” is broad and inclusive of all gender identities different from the gender a person was assigned at birth.
- Gender nonconforming – “Gender nonconforming” is an inclusive term used to describe individuals who may experience a gender that is neither exclusively male nor female or in between or beyond both of those genders, including, but not limited to, nonbinary, gender fluid, agender or without gender, third gender, genderqueer, gender variant, Two-Spirit, Hijra, Kathoey, Mak nyak, Muxe, Waria, Mahu, and Fa’afafine.
- Intersex – “Intersex” is an umbrella term referring to people whose anatomy, hormones, or chromosomes fall outside the strict male and female binary.

Additionally, the GHES is committed to prioritizing the needs of intersectional identities and recognizes the unique challenges individuals face at the crossroads of multiple marginalized identities. All applications must address at least one TGI Fund priority population. Applications that demonstrate a strong understanding and intentional approach toward addressing intersectionality among the priority populations will be given increased weight during the assessment process.

- Black, Indigenous, and other People of Color (BIPOC) Californians
- Californian intersex persons
- Californian children and youth
- Californians with disabilities
- Geographically isolated Californians
 - Including those physically separated or with limited access to resources, services, and opportunities due to remote location or lack of transportation options
- Economically vulnerable Californians
 - Including unhoused people and individuals engaged in survival economies
- Legally vulnerable Californians
 - Including immigrants, undocumented individuals, unhoused people, currently and formerly incarcerated people, youth engaged in and recently transitioned from the foster care systems, and sex workers

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. INITIATIVE GUIDELINES

Should they be awarded a grant, all grantees and subgrantees 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).

2.5. PROGRAM FUNDING STRUCTURE

The GHES anticipates funding up to 5 Gender Affirming Care Clinical Services grants of up to \$500,000 each, as illustrated in the table below. 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.

RFA	# Grants Awarded	Individual Grant Amount	Grant Duration
Gender Affirming Care Clinical Services	Up to 5	Up to \$500,000	2 years
Total:		\$2.5 million	

Any unallocated funds from the Gender Affirming Care Clinical Services RFA will be allocated as part of the TGI Community Care Grants as described in Section 2.1.

2.6. APPLICANT STRUCTURE

HSC §150900 permits:

1. A TGI-serving organization (as defined in HSC §150900(f)(2) to apply for grant funding related to the provision of gender-affirming health care services; OR
2. A hospital, health care clinic, or other medical provider may apply in partnership with a TGI-serving organization.

This allows for three grant applicant scenarios:

	Scenario 1	Scenario 2	Scenario 3
Prime Applicant	TGI-Serving Organization	TGI-Serving Organization	Medical Provider
Partner/Sub Applicant	N/A	Medical Provider(s)	TGI-Serving Organization(s)

Scenario 1: A TGI-serving organization that operates its own program to provide gender-affirming health care services applies for grant funding.

Scenario 2: A TGI-serving organization applies for grant funding in partnership with a hospital, health care clinic or other medical provider.

Scenario 3: A hospital, health care clinic or other medical provider applies for grant funding in partnership with an existing TGI-serving organization.

In keeping with the intent of the TGI Fund, the GHES will prioritize applications that fall under scenarios 1 and 2.

2.7. ALLOWABLE AND UNALLOWABLE ACTIVITIES

EXAMPLES OF ALLOWABLE ACTIVITIES

1. Continuing gender affirming health care* services
2. Expanding gender affirming health care services
3. Establishing a program that offers gender affirming health care services
4. Continuing or establishing Patient Navigators who will provide referrals to gender affirming health care services and advocacy for TGI individuals in a clinical setting
5. Uncompensated care in clinical settings
6. Creating educational materials about gender affirming health care services
7. Training for clinical and support staff to provide culturally responsive care

*Note: Gender affirming health care includes treatment for both primary and secondary sex characteristics and also includes but is not limited to:

- a. Hormone replacement therapy;
- b. Gender affirming surgeries and postoperative care;
- c. Voice therapy;
- d. Hair removal services;
- e. Mental health services

According to the World Health Organization, “Gender-affirmative health care can include any single or combination of a number of social, psychological, behavioral or medical interventions (including hormonal treatment or surgery) designed to support and affirm an individual’s gender identity.”

EXAMPLES OF UNALLOWABLE ACTIVITIES

- 1) Activities for which the grant award will supplant existing funding are not eligible
- 2) Activities or clinical services for which the applicant is already compensated
- 3) Research
- 4) Use of funds towards wraparound care (ex., behavioral health services, legal aid for name changes, supportive housing, therapeutic arts programs, case management opportunities, financial assistance)

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 be empowered to 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 TGI 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 TGI 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 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 twelve months of implementation, and ensure the completion of a final progress 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

The following minimum qualifications are all required in order for the submitted application to be considered:

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

- 1) Prime contractor must be a local (non-state) public agency, non-profit entity (501(c)3 status) or be fiscally sponsored by a non-profit entity.
- 2) Must possess and provide a copy of current licenses or certifications required for all proposed services.
- 3) Must be a TGI-serving organization or, if not a TGI-serving organization, must partner with a TGI serving organization. A “TGI-serving organization” means either of the following
 - a. A public or non-profit organization with a mission statement dated on or before January 1, 2023 that centers around serving transgender, gender nonconforming, and intersex people, and where at least 65% of the clients of the organization are TGI from January 1, 2023 to present, in accordance with [Health and Safety Code \(HSC\) §150900](#).

- b. A non-profit that serves as the fiscal agent or sponsor for an organization described in (a). A non-profit that is serving as a fiscal agent or sponsor shall pass all funding to the organization, but may charge a reasonable or industry standard fee for administrative costs of not more than 16%.

The Department reserves the right to ask for documentation of minimum qualifications during the application review process and at any point during the term of the contract should the applicant be awarded a contract. If adequate documentation is not provided, the application may be rejected for further consideration. In addition, if the contractor is unable to provide adequate documentation after the execution of the contract, the applicant may be required to return all grant funds.

3.2. DESIRED QUALIFICATIONS

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

- 1) All key partners (including clinical service providers) demonstrate commitment to and/or successful record of serving TGI priority population(s), e.g., history with TGI population(s), number of years working with TGI-serving organizations, current staff/board members with lived experiences, financial support of TGI-serving organizations.
- 2) Has a successful record of implementing or can demonstrate that it has the capacity to provide gender affirming care to TGI communities.
- 3) Has a successful record of serving priority population(s) in a culturally and linguistically responsive manner, including serving priority population(s) in their native language.

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 1-11. 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 31, 2023 before 5:00 p.m. (i.e., application must be received by CDPH no later than 4:59:59 p.m.). Applicants must submit one (1) PDF, containing all the required elements of the application via email to TGIUnit@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	TGIUnit@cdph.ca.gov
Subject Line	[Applicant Organization Name] RFA 23-10469 Application
Attachments	<p>Attach one (1) file containing all the required elements of the application. The file must 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 or any proposed subgrantees 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. PROPOSAL 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 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 organize 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 value.

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	55
Project Design and Approach	35
Budget	10
Maximum Total Points Possible	100 Points

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

CDPH reserves the right to validate the applicant organization's mission and other statements made in the application through available information, including but not limited to organization web pages, annual reports and third-party web sites. The department further reserves the right to clarify information provided in the application through written and oral correspondence.

5.2. AWARD PROCEDURES

Up to 5 grants are expected to be awarded through this RFA process. To determine the award of funding, applications will be ranked by total points from highest to lowest. The applications receiving the highest point values will be awarded the grant. At no point will the total cost for all grants awarded for this RFA exceed \$2.5 million. If all the funds for this RFA are not expended in the Gender Affirming Care Clinical Services RFA, CDPH has the discretion to reallocate the funds to qualified applicants in future RFAs issued for the TGI Fund.

5.3. GRANTEE 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 23-10469.

Appeals must be sent by email to TGIUnit@cdph.ca.gov and must be received before the date and time listed in Section 1.4 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.

5.4. GRANTEE SITE VISITS

GHES staff may conduct site visits after posting the Intent to Award and before finalizing grant agreements to verify and validate the qualifications and capabilities articulated in the submitted application. During the site visits, GHES staff may review the facilities, resources, and operations of the applicants. This evaluation process aims to ensure that the awarded applicants have the necessary infrastructure, expertise, and capacity to deliver the activities proposed in their application.

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 Contractor 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

For further information regarding the executive order issued by the Governor, please refer to the following link: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

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 9).

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 TGI Fund 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 TGI Fund website without divulging the source of the request for clarification. It is the responsibility of all proposed applicants to continuously monitor the TGI Fund website for modifications and clarifications.

An error in the final application may cause the rejection of that application; however, CDPH may at its sole option 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 solicitation, and any unusual complexity of the format and content required by the solicitation.

- 1) If the applicant's intent is clearly established based on review of the complete final application submittal, CDPH may at its sole option 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 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 CDPH's Procurement Official 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 TGIUnit@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 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 31, 2026. A sample Grant Agreement, Attachment 12, 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 <i>(1 per grantee)</i>
<input type="checkbox"/>	Attachment 2	Application Summary <i>(1 per grantee)</i>
<input type="checkbox"/>	Attachment 3	Minimum Qualifications Certification <i>(1 per grantee)</i>
<input type="checkbox"/>	Attachment 4	Narrative <i>(1 per grantee)</i>
<input type="checkbox"/>	Attachment 5	Budget Sheet <i>(1 per grantee)</i>
<input type="checkbox"/>	Attachment 6	Contractor Certification Clauses (CCC 04/2017) <i>(1 per grantee)</i>
<input type="checkbox"/>	Attachment 7	Compliance with Economic Sanctions in Response to Russia’s Action in Ukraine Form** <i>(1 per grantee)</i>
<input type="checkbox"/>	Attachment 8	Certification of Financial Solvency <i>(1 per grantee)</i>
<input type="checkbox"/>	Attachment 9	Payee Data Record (STD 204) <i>(1 per grantee)</i>
<input type="checkbox"/>	Attachment 10	CDPH 9083 – Government Agency Taxpayer ID Form** <i>(1 per government agency)</i>
<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"/> Local (non-state) public entity, <input type="checkbox"/> 501(c)3 Organization, or <input type="checkbox"/> Fiscally Sponsored Organization	
Priority Population (Select all that apply)	
<input type="checkbox"/> BIPOC Californians <input type="checkbox"/> Californian intersex persons <input type="checkbox"/> Californian children and youth	<input type="checkbox"/> Californians with disabilities <input type="checkbox"/> Geographically isolated Californians <input type="checkbox"/> Economically vulnerable Californians <input type="checkbox"/> Legally vulnerable Californians

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) Prime contractor must be a local (non-state) public agency, non-profit entity (501(c)3 status), or be fiscally sponsored by a non-profit entity.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Must possess and provide a copy of current licenses or certifications required for all proposed services.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Must be a TGI-serving organization, or if not a TGI-serving organization, must partner with a TGI serving organization.	<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:

1. ORGANIZATION CAPACITY (55 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 TGI Fund. Please note that CDPH has a preference for organizations where:
 - i. All key partners (including clinical service providers) demonstrate commitment to and/or successful record of serving TGI priority population(s), e.g., history with TGI population(s), number of years working with TGI-serving organizations, current staff/board members with lived experiences, financial support of TGI-serving organizations
 - ii. Team has successful record of implementing or can demonstrate that it has the capacity to provide gender affirming care to TGI communities
 - iii. Team has successful record of serving priority population(s) in a culturally and linguistically responsive manner, including serving priority population(s) in their native language
- b. Describe the leadership’s (board members and executive officers) and key personnel’s ties to TGI communities and priority population(s), including lived experience.
- c. Identify all key personnel expected to participate in the proposed program, including roles, responsibilities, and years and type of experience for each person. Please note that CDPH has a preference for proposed project team that have demonstrated:
 - i. Adequate experience and skills necessary to effectively and efficiently conduct the proposed project successfully.
- d. Provide resumes for all key personnel included in project budget.
- 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 project.
- f. If applying in partnership with a TGI-serving organization, describe the nature of the partnership, including length and depth of partnership, collaboration process, shared decision making, and coordination of care.

2. PROGRAM DESIGN AND APPROACH (35 POINTS) NO PAGE LIMIT

- a. Identify the priority population(s) the proposed program is designed to serve.
- b. Identify whether funding will be used to enhance or expand existing services, or to develop a new program.
- c. Provide a theory of change, otherwise known as a logic model, for the proposed program. See <https://ctb.ku.edu/en/table-of-contents/overview/models-for-community-health-and-development/logic-model-development/main> for explanation

and examples. The theory of change can be graphical and/or in narrative form. 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).
 - 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?
 - 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 the organization to focus on the most effective strategies to implement to benefit the priority population(s) it proposes to serve. See <https://thecompassforsbc.org/how-to-guide/how-conduct-root-cause-analysis> and <https://www.cms.gov/medicare/provider-enrollment-and-certification/qapi/downloads/fivewhys.pdf> to learn more about how to conduct a root cause analysis.
- e. Provide a clear, concise workplan describing the steps that will lead to the fulfillment of each activity mentioned above, including a projected timeline for completion of the steps.

ATTACHMENT 5 – Budget Sheet

BUDGET (10 POINTS) NO PAGE LIMIT

Provide a detailed budget for the proposed program, citing costs for personnel, subgrantee(s), technology, equipment and supplies, and other related expenses. Budgets must not exceed \$350,000. Costs for evaluation activities must total a minimum of 10% of the total award and indirect costs must not exceed a maximum of 20% of the total budget. This is calculated to the cent, not as a rounded percentage. Please note that a non-profit that serves as the fiscal agent or sponsor for an organization is subject to the budget parameters outlined in Section 2.1, subpoint B.

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 administrative services i.e., janitorial services, overhead costs, legal services.

A budget template is available for download through the [TGI Wellness and Equity Unit's website](#).

If staff for a specific position is not currently identified, indicate "TBD" in the budget sheet and provide their presumed role and qualifications. 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>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>

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)

CDPH – California Department of Public Health

GHEs – Gender Health Equity Section

PCC – Public Contracting Code

RFA – Request for Application

TA – Technical Assistance

TGI – Transgender, gender nonconforming, and intersex

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

Gender nonconforming – “Gender nonconforming” is an inclusive term used to describe individuals who may experience a gender that is neither exclusively male nor female or in between or beyond both of those genders, including, but not limited to, nonbinary, gender fluid, agender or without gender, third gender, genderqueer, gender variant, Two-Spirit, Hijra, Kathoey, Mak nyak, Muxe, Waria, Mahu, and Fa’afafine.

Health care – means all of the following:

- A. Medical, behavioral, and spiritual care, which includes, but is not limited to, guided meditation and nondenominational therapy.
- B. Therapeutic arts programs, which includes, but is not limited to, dancing, painting, and writing classes.
- C. Services related to substance use disorder or substance abuse.
- D. Supportive housing as a mechanism to support TGI-identified individuals in accessing other social services.

Intersex – “Intersex” is an umbrella term referring to people whose anatomy, hormones, or chromosomes fall outside the strict male and female binary.

TGI Fund – Transgender, Gender Nonconforming, and Intersex Health and Wellness Fund

TGI-serving organization – A “TGI-serving organization” means either of the following:

- A. A public or non-profit organization with a mission statement that centers around serving transgender, gender nonconforming, and intersex people, and where at least 65% of the clients of the organization are TGI.
- B. A non-profit that serves as the fiscal agent or sponsor for an organization described in (a). A non-profit that is serving as a fiscal agent or sponsor shall pass all funding to the organization, but may charge a reasonable or industry standard fee for administrative costs of not more than 16%.

Transgender – “Transgender” is broad and inclusive of all gender identities different from the gender a person was assigned at birth