

**CALIFORNIA INJURY AND VIOLENCE PREVENTION BRANCH  
OVERDOSE DATA TO ACTION**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”  
TO**

**County of Lake, hereinafter “Grantee”**

**Implementing the project, “Overdose Data to Action,” hereinafter “Project”**

**GRANT AGREEMENT NUMBER 19-10782**

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 Health and Safety Code Sections 131085 and 104325-104330 and terms of the Department Federal Grant number 1NU17CE925000; CFDA 93.136 from the Centers for Disease Control and Prevention.

**PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to reduce drug-overdose deaths by conducting public education and community outreach, expanding medication assisted treatment efforts, and utilizing opioid data to inform actions and interventions at the local level. Grantee will implement and use a variety of strategies as specified in Exhibit A, which is hereby incorporated.

**GRANT AMOUNT:** The maximum amount payable under this Grant shall not exceed One Hundred Twenty Thousand Dollars. (\$120,000.00) .

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on 01/01/2020, **or upon approval of this grant**, and terminates on 08/31/22. No funds may be requested or invoiced for services performed or costs incurred after 08/31/22.

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

<b>California Department of Public Health</b>	Grantee: <b>County of Lake</b>
Name: Christine Fenlon Grant Manager	Name: Gary Pace, MD Public Health Officer
City, State, ZIP: Sacramento, CA 95899-7377	Address: 922 Bevins Court
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Lakeport, CA 95453
Phone: (916) 650-6423	Phone: (707) 263-1090
Fax: (916) 552-9810	Fax: (707) 263-4395

E-mail: Christine.Fenlon@cdph.ca.gov	E-mail: gary.pace@lakecountycalifornia.gov
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Direct all inquiries to:

<b>California Department of Public Health, Injury and Violence Prevention Branch</b>	<b>Grantee: County of Lake</b>
Attention: Christine Fenlon	Attention: Gary Pace, MD
Address: P.O. Box 997377, MS 7214	Address: 922 Bevins Court
City, Zip: Sacramento, CA 95899-7377	City, Zip: Lakeport, CA 95453
Phone: (916) 650-6423	Phone: (707) 263-1090
Fax: (916) 552-9810	Fax: (707) 263-4395
E-mail: Christine.Fenlon@cdph.ca.gov	E-mail: gary.pace@lakecountycal.gov

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

<b>Remittance Address</b>
<b>Grantee: County of Lake</b>
Attention "Cashier": Josephine Chester
Address: 922 Bevins Court
City, Zip: Lakeport, CA 95453
Phone: (707) 263-1090 ext. 156
Fax: (707) 263-1662
E-mail: Josephine.Chester@lakecountycal.gov

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 the agreement. 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 which can be requested through the CDPH Project Representatives for processing.

**STANDARD PROVISIONS.** The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A       SCOPE OF WORK
- Exhibit B       BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C       STANDARD GRANT CONDITIONS\*  
                  \* In Exhibit C, #15, paragraph 1, the statement “and the Grant Application (Exhibit A).” shall now read “and the Scope of Work (Exhibit A).”
- Exhibit D       REQUEST FOR APPLICATIONS  
                  Including all the requirements and attachments contained therein
- Exhibit E       ADDITIONAL PROVISIONS
- Exhibit F       FEDERAL TERMS AND CONDITIONS

**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 contractors and subcontractors 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: \_\_\_\_\_  
Denise Pomeroy, Health Services Director  
County of Lake, Health Services Department  
922 Bevins Court  
Lakeport, CA 95453

Date: \_\_\_\_\_  
Joseph Torrez, Chief  
Contracts and Purchasing Services Section  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262  
P.O. Box 997377, MS 1800- 1804  
Sacramento, CA 95899-7377

**Exhibit A**  
**Scope of Work**

**1. Service Overview**

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

In accordance with its mission to protect the health of all Californians and pursuant to Health and Safety Code Sections 131085 and 104325-104330 and terms of the Department Federal Grant number 1NU17CE925000; CFDA 93.136 from the Centers for Disease Control and Prevention, funds were awarded to CDPH as part of the Opioid Prevention Initiative aimed at reducing rates of prescription drug abuse, misuse, and overdose--a significant public health issue in California. This grant was awarded to County of Lake, Health Services Department, to reduce drug-overdose deaths by conducting public education and community outreach, expanding medication assisted treatment efforts, and utilizing opioid data to inform actions and interventions at the local level.

**2. Service Location**

The services shall be performed in applicable facilities within California geographic region.

**3. Service Hours**

The services shall be provided during normal contractor working hours, Monday through Friday.

**4. Services to be Performed** (Items marked with an X indicate services to be performed):

- ☒ **1. Translate Data into Action**  
Utilize the California Opioid Data Surveillance Dashboard and other local resources to monitor and address jurisdictional problems through implementation of local interventions.
- ☒ **2. Expand Medication Assisted Treatment (MAT) Access**  
Work with partners to increase availability and access of all three FDA-approved forms of MAT (methadone, buprenorphine, and naltrexone).
- ☒ **3. Develop and Adopt Local Opioid Policies and Procedures**  
Promote evidence-based practices through implementation of local opioid policies and procedures in multiple organizations and agencies.
- ☐ **4. Promote Public Education and Awareness**  
Implement CDPH, DHCS, and/or CDC-sponsored public education campaigns.
- ☒ **5. Increase Access to Care and Services for High-Risk Populations**  
Work with partners to expand outreach and services to high-risk populations (pregnant women, veterans, older adults, youth, and incarcerated individuals).
- ☐ **6. Promote Harm Reduction Services**  
Work with SSPs and other county organizations to increase access to harm reduction services.
- ☐ **7. Increase Access to Naloxone**  
Work with partners to increase naloxone availability and distribution sites.

**Exhibit A**  
Scope of Work

- ☐ **8. Promote Safe Prescribing**  
Promote opioid stewardship to support prescribers with patients on opioid medication to reduce dropped patients and rapid tapers, and promote the use of alternative pain management options.
  
- ☐ **9. Implement Drug Prevention Activities**  
Partner with law enforcement and drug courts to develop strategies to reduce the negative consequences of illicit drugs.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A Scope of Work, and upon receipt and approval of the invoices, the State agrees to reimburse the County of Lake, Health Services Department for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:
- Laura Webster  
California Department of Public Health  
Injury and Violence Prevention Branch / Overdose Prevention Initiative  
P.O. Box 997377, MS 7214  
Sacramento, CA 95899-7377
- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
  - 2) Bear the Grantee's name as shown on the Grant.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Amounts Payable**

- A. The amounts payable under this Grant shall not exceed \$120,000.00.

**Exhibit B**  
Budget Detail and Payment Provisions

- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**6. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).





SUSAN FANELLI  
Acting Director

State of California—Health and Human Services Agency  
**California Department of Public Health**



GAVIN NEWSOM  
Governor

September 9, 2019

TO: Prospective Local Opioid Safety Coalition Applicants

FROM: Stacy Alamo Mixson, MPH, Chief  
Injury and Violence Prevention Branch

SUBJECT: Request for Applications (RFA) for Local Opioid Safety Coalitions

The California Department of Public Health, Injury and Violence Prevention Branch (formerly the Safe and Active Communities Branch) is soliciting applications from eligible local opioid safety coalitions to implement objectives to address the opioid overdose epidemic in California.

To submit an application, please read and follow the RFA instructions carefully. **Applications are due by 11:59 p.m. PST on Thursday, October 10, 2019.**

**An optional informational webinar has been scheduled to provide further guidance and answer questions related to this RFA (please see RFA for more information).**

We look forward to receiving your application.

Stacy Alamo Mixson, MPH  
Chief, Injury and Violence Prevention Branch  
California Department of Public Health



# **Request for Applications (RFA)**

## **No. 19-10499**

**California Opioid Safety Coalitions  
(Overdose Data to Action Initiative)**

September 2019

**Injury and Violence Prevention Branch  
(Formerly Safe and Active Communities Branch)**

MS Code 7214  
1616 Capitol Avenue, Suite 74.436

**P. O. Box 997377  
Sacramento, CA 95899-7377**

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## **LIST OF ATTACHMENTS AND APPENDICES**

Below is a list only. Please visit the RFA webpage to download the files.

### **ATTACHMENTS**

- ATTACHMENT A: Application Checklist (WORD)
- ATTACHMENT B: Grantee Information Form (WORD)
- ATTACHMENT C: Organizational Capacity (WORD)
- ATTACHMENT D: Project Narrative (WORD)
- ATTACHMENT E: Scope of Work (WORD)
- ATTACHMENT F: Work Plan (WORD)
- ATTACHMENT G: Budget Detail (PDF)
- ATTACHMENT H: Budget Narrative (WORD)
- ATTACHMENT I: Darfur Contracting Act (WORD)
- ATTACHMENT J: Government Agency Tax ID (PDF)
- ATTACHMENT K: Payee Data Record (PDF)
- ATTACHMENT L: Contractor Certification Clause (PDF)

### **APPENDICES**

- APPENDIX 1: California County Rankings for Selected Drugs (PDF)
- APPENDIX 2: General Resources List and Links (PDF)
- APPENDIX 3: Budget Detail Sample (PDF)
- APPENDIX 4: CDPH County Indirect Rates FY 19/20 (PDF)
- APPENDIX 5: CDPH Travel Reimbursement Rates 2019 (PDF)

## **PART 1. FUNDING OPPORTUNITY DESCRIPTION**

### **A. INTRODUCTION**

The California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB) is seeking applications from existing local opioid safety coalitions (LOSCs) to implement objectives to address the opioid epidemic.

In accordance with its mission to protect the health of all Californians and pursuant to Health and Safety Code Sections 131085 and 104325-104330, the California Department of Public Health (CDPH) maintains programs to prevent and control accidental (unintentional) injuries. Funding for this application is provided from the Centers for Disease Control and Prevention (CDC) and from the Substance Abuse and Mental Health Services Administration (SAMHSA), through an agreement with the Department of Health Care Services (DHCS), to utilize opioid data to inform action and expand medication assisted treatment (MAT) efforts across California.

### **B. PURPOSE AND FOCUS**

The overall purpose of this Request for Applications (RFA) is to support local efforts to reduce the number of opioid- and other drug-related overdoses and deaths in California counties<sup>1</sup> through evidence-based and data-informed initiatives. CDPH intends to fund LOSCs that will focus on multiple program objectives that align with the following statewide strategies:

- Strengthen Statewide Collaboration
- Promote Safe Prescribing
- Building Community Capacity
- Expand Access to Medication Assisted Treatment
- Increase Access to Naloxone
- Reduce Access to and Negative Consequences of Illicit Drugs
- Address Priority Populations in High-Risk Settings
- Promote Public Education and Awareness
- Translate Data into Actionable Information

### **C. BACKGROUND**

With over 2,000 opioid-related overdose deaths per year, California continues to face a serious public health crisis. Even though California's overall rates of opioid-related deaths and overdoses are lower than the national average, the health and economic burden is substantial because of the absolute magnitude of the problem among California's nearly 40 million people. There is also wide variation across counties with some county overdose rates higher than the national average. The most recently available California data (2017-18) indicates:

<sup>1</sup> For the purposes of this RFA, the word "county" or "counties" represents the area the applicant serves (e.g., community, city, jurisdiction, region, tribal communities).

## Exhibit D

- Both the number of prescriptions filled per 1,000 residents and the morphine milligram equivalent (MME) per resident per year have decreased since 2010. These decreases reflect a decline in the number of prescriptions and/or pills per prescription.
  - **The rate of prescriptions dispensed** in California has decreased 25% between 2010 and 2018 (from 607 to 457 per 1,000 residents).
  - **The total number of prescriptions dispensed** in California has decreased 14% from 23 million in 2010 to 19.8 million in 2018.
  - **The average MME** decreased by half (50%) from 693 MME per resident per year in 2018.
- **Prescription opioid-related overdose deaths (excluding synthetics)** in California peaked in 2009 at 1,483 deaths and decreased to 1,047 in 2018, a 29% decrease. The age-adjusted rate of prescription opioid-related deaths (excluding synthetics) in 2018 was 2.5 per 100,000 California residents.
- **Heroin-related overdose deaths** have increased 107% since 2012 from 361 (.91 per 100,000) to 749 (1.8 per 100,000) in 2018.
- **Fentanyl-related overdose deaths** have shown an even steeper 806% increase from 82 in 2012 to 743 in 2018.
- **Amphetamine-related overdose deaths** have increased 198% from 777 in 2012 to 2,316 in 2018.

### What is CDPH Doing?

CDPH and its statewide partners are leveraging a multi-pronged, strategic collaboration at both the state and local levels to build a comprehensive approach to address the opioid epidemic. This includes coordination of efforts through a statewide multi-agency workgroup; changes in policies of public payer healthcare systems; mandating the use of the prescription drug monitoring program (CURES); expansion of MAT services availability and access, implementation of a naloxone distribution program; increasing access to naloxone through pharmacies; physician and pharmacist education; public awareness and education campaigns for youth, seniors, and high burden rural counties; and support of more than 30 LOSCs.

The framework for this approach includes four broad domains within an overarching common agenda to reduce opioid overdoses and deaths, with shared measures and mutually aligned activities (e.g., “Collective Impact” approach):

- **Prevent:** Prevent unnecessary new starts and unsafe opioid prescribing patterns; Prevent initial substance misuse and addiction; Address root causes; Reduce stigma.
- **Manage:** Use effective alternative pain management strategies; Start slow; As appropriate, taper from high doses; Monitor signs and symptoms of addiction; Refer to MAT and other services.
- **Treat:** Expand MAT services; Fully engage harm reduction strategies; Focus on high-risk populations (e.g., pregnant women, tribal community members, reentry from incarceration).
- **Stop:** Promote availability and dissemination of naloxone; Reduce opioid related overdose deaths.

### **California Opioid Safety Network**

Founded by the California Health Care Foundation (CHCF) and coordinated by the Center for Health Leadership and Practice at the Public Health Institute, the California Opioid Safety Network (COSN) supports coalitions and organizations working to combat the opioid crisis in California. COSN provides coaching/mentoring, a statewide forum for peer-to-peer learning, resources and best practices from the field as well as ongoing communications with news updates, informational webinars, and regional convenings. COSN also pairs participating coalitions with Volunteers in Service to America (VISTAs) who support coalition efforts. CDPH's opioid safety coalition program collaborates with the COSN around additional coalition technical assistance and support. **CDPH expects LOSCs funded under this RFA to work closely with COSN.**

## ***D. ELIGIBILITY CRITERIA***

Applications must be from public and/or private nonprofit organizations in California, including local government agencies, such as health departments, community-based agencies and clinics, and tribal organizations, classified as 501(c)(3) tax exempt under the Internal Revenue Services (IRS) Code, and must be:

- a. Coalitions addressing California's high burden areas (i.e., high magnitude and/or high rates) for opioid- and other drug-related overdoses and deaths in California [refer to *Appendix 1* for examples of high burden indicators, or utilize the California Opioid Overdose Surveillance Dashboard ([CA Opioid Dashboard](#)) to identify appropriate indicators for your county].  
**OR**
- b. Agencies currently operating LOSCs with a history of successful coalition work and documented local impact.  
**AND**
- c. Demonstrated capacity and ability to implement the selected tier (see Table 2).

## ***E. FUNDING GUIDELINES***

### **Funding Amount and Funding Term**

CDPH expects to award between \$500,000 and \$1.5M annually for this RFA, contingent upon the availability of federal and state funds. The term of the grant is expected to be 32 months and is anticipated to be January 1, 2020 – August 31, 2022. The grant term may change if CDPH cannot execute the grant in a timely manner due to unforeseen delays. CDPH does not have the authority to disburse funds until the grant between CDPH and an applicant is fully executed. If full funding is not available to CDPH, or the total available funding is reduced, CDPH will either cancel the resulting agreement or amend it to reflect reduced funding and reduced activities.

**Table 1. Proposed RFA Grant Budget Periods**

No data	Budget Periods
Year One	January 1, 2020 to August 31, 2020
Year Two	September 1, 2020 to August 31, 2021
Year Three	September 1, 2021 to August 31, 2022

**Funding Tiers**

Eligible applicants are required to select one of the following three funding tiers. Each funding tier includes **three required core objectives**, plus the applicant's choice of **elective objectives** (see Table 2):

**Table 2. Funding Tiers with Objective Requirements and Funding Amounts**

Tier	Core Objectives	Elective Objective(s)	Funding Range
1	Three Required	One – Two	Up to \$40,000
2	Three Required	Three – Four	Up to \$60,000
3	Three Required	Five – Six	Up to \$85,000

**Please note that the budget period is only 8 months. Applicants must budget appropriately and request funds that can be used within that period.**

The funding award amounts are contingent upon: 1) the number of objectives chosen by the applicant, and 2) the applicant's ability to demonstrate their capacity to implement all activities within the selected tier, as determined by CDPH's assessment.

The number of awards will be based on the total funding available to CDPH. The total number of funded organizations will depend upon the number of organizations that apply and the funding tier levels chosen. CDPH will seek a balance between providing funding to as many LOSCs as possible and providing a sufficient level of funding to each coalition to implement effective programming.

CDPH reserves the right to extend the term and increase the funding amount of the resulting agreement via an amendment as necessary to complete or continue the services. Grant agreement extensions are subject to satisfactory performance, funding availability, and possibly review and approval by the Department of General Services (DGS). CDPH does not have rollover authority to carry funds from one year to the next. This grant will reimburse expenses incurred in arrears only.



## F. TENTATIVE RFA TIME SCHEDULE

Key dates for this RFA are presented in the Table 3 below. CDPH reserves the right to adjust any date and/or time as necessary.

**Table 3. Tentative RFA Timeline and Award Schedule**

Event	Date	Time (PST)
RFA Release Date	September 9, 2019	--
RFA Informational Webinar	September 23, 2019	2:30 p.m.
<b>Application Due Date</b>	<b>October 10, 2019</b>	<b>11:59 p.m.</b>
Intent to Award Notification	October 25, 2019	--
Appeal Deadline	November 8, 2019	5:00 p.m.
Final Grant Award Announcement	November 12, 2019	--
Proposed Grant Start Date	January 1, 2020	--
Proposed Grant End Date	August 31, 2022	--

## PART 2. REQUIRED APPLICATION COMPONENTS

Applicants must complete the applicable narrative questions and attachments as outlined in Table 4 below. Follow all requirements below carefully, including designated page limits. **Attachments are not included in the page limits for the sections.**

CDPH provides templates and/or forms for **Attachments A – L**. No templates are provided for the **Other** required attachments (see Table 4 for details).

**Table 4. List of Required Application Documents**

Attachment	Required Document	Document Type	Page Limit
A	Application Checklist	Word	--
B	Grantee Information Form	Word	--
C	Organizational Capacity	Word	4 pages
D	Project Narrative	Word	12 pages
E	Scope of Work	Word	--
F	Work Plan	Word	6-12 pages
G	Budget Detail	Excel	--
H	Budget Narrative	Word	--
I	Darfur Contracting Act	Word	--

## Exhibit D

Attachment	Required Document	Document Type	Page Limit
J	Government Agency Tax ID Form	PDF	--
K	Payee Data Record	PDF	--
L	Contractor Certification Clause	PDF	--
<i>Other</i>	Proof of 501(c)(3) Status	PDF	--
<i>Other</i>	Letters of Recommendation/ Commitment	PDF	--

### A. APPLICATION CHECKLIST

Complete the Application Checklist to ensure all required application attachments are included with the application. The Application Checklist should serve as a cover page to your application. Submit the Application Checklist with the application.

### B. GRANTEE INFORMATION FORM

Complete all sections of the *Grantee Information Form, Attachment B*. A person authorized to legally bind the applicant must sign this form. If the applicant is a corporation, a person authorized by the Board of Directors must sign on behalf of the Board.

### C. ORGANIZATIONAL CAPACITY

The description of the organization's capacity must demonstrate the applicant's ability to implement the activities as proposed in the application. This section of the application should not exceed **4 pages**. See *Attachment C*.

To ensure that deliverables are met within the funding timeframe, grantees must begin implementing program activities within two months of grant agreement execution.

Applicants must demonstrate/describe their organization's:

- 1) Previous accomplishments working to reduce opioid- and other drug-related overdoses and deaths.
- 2) Ability to track and utilize data to identify local needs and develop evidence-based, data-informed interventions (activities).
- 3) Ability to manage a local coalition and engage with multiple partners (e.g. city and county councils/board members, state agencies, prescribers, patients, pharmacists, law enforcement, health plans, payer systems, harm reduction and Syringe Services Programs (SSPs), and the general public).
- 4) Organizational readiness and staffing to implement grant activities with minimal planning and start-up time.
- 5) Administrative capacity to address fiscal responsibility, including invoicing, staffing and reporting, and the ability to execute a government contract/grant.
- 6) County strengths and resources that are available to facilitate your proposed project outcomes and sustain local coalition efforts after CDPH funding ends.

### **Organizational Readiness**

Organizational readiness and ability to implement program strategies is critical for success. Organizations must demonstrate a commitment and ability to successfully implement the strategies and activities proposed in the application.

### **Staff Competencies**

In order to meet the expectations for this RFA, applicants must demonstrate sufficient staff are available who have the knowledge, skills, and background necessary to complete all project activities, including:

- A basic understanding of opioid/substance use disorder and the opioid epidemic;
- Experience with culturally responsive and inclusive projects;
- Ability to deal with controversial and complex issues; and
- Self-direction, adaptability, creativity, and initiative.

It is strongly recommended that coalition organizers not be entry-level positions based on the skills and competencies needed to effectively implement grant objectives.

## ***D. PROJECT NARRATIVE***

The project narrative description must demonstrate the applicant's knowledge, experience and ability to successfully design, implement, and evaluate the objectives. The narrative should include enough detail to demonstrate how the activities will build upon existing coalition strengths and resources. The narrative section of this application should not exceed **12 pages**. Please respond to items 1-7 by citing local data (using the CA Opioid Dashboard as appropriate) and describing organization and/or coalition experience with these issues. *See Attachment D.*

- 1) Describe the extent of opioid- and other drug-related overdoses within the applicant's county. Provide data on opioid- and other drug-related overdoses and deaths, emergency department visits, any known opioid prescribing practices/rates, or other information that illustrates the epidemic within your county.
- 2) Explain how your coalition/county has previously responded to the opioid crisis, including prescribing guideline development, buprenorphine and naloxone use, healthcare policy adoption, academic detailing efforts, community awareness, or other applicable interventions.
- 3) Provide a comprehensive description of the proposed project, including the project objectives and activities to address outcomes and targeted populations. This description should align with your selected Scope of Work (SOW) objectives and proposed activities in your Work Plan. Describe how the core and selected elective project objectives will contribute to a comprehensive approach to address the opioid epidemic in your county.
- 4) If a high-risk population objective was selected on your SOW, describe the

## Exhibit D

applicant's capability and experience reaching identified populations.

- 5) Describe the roles and responsibilities of key personnel, partners, and subcontractors in planning, implementing, and evaluating objectives and activities.
- 6) If the coalition is receiving other funding to address the opioid epidemic, list the funding sources, term, and the amounts, and provide a brief summary of activities funded.
- 7) Describe how the coalition plans to sustain grant activities beyond the funding period.

### **E. SCOPE OF WORK and OBJECTIVES**

Applicants are required to complete and submit a *Scope of Work* (SOW) with the grant application package. The SOW template includes the three required objectives and up to six elective objectives. Complete the SOW template by adding an "X" in the box next to the elective objective(s) that the applicant will be completing during the term of this grant. See *Attachment E*.

#### **OBJECTIVES**

The Objectives listed below are derived from the statewide overarching strategies as noted in Part I, Section B, Purpose and Focus. The three **core objectives** are required to be included in each tier. Additionally, each applicant must choose one to six **elective objectives**, depending on the funding tier chosen. There are sample activities listed under each objective; these are suggestions only and other activities that align with the objectives are encouraged.

Please see *Appendix 2: General Resources List and Links* for information on safe opioid prescribing practices, CA Opioid Dashboard, MAT, and other topics related to the objectives.

#### **Core Objectives (Required):**

##### **Objective 1: Translate Data into Action**

*Suggested sample activities:*

- a. Utilize the CA Opioid Dashboard and other resources to help inform and implement local interventions/activities.
- b. Work with partners to establish and obtain local data sources to further enhance surveillance and intervention efforts. These local data sources may include, but are not limited to, local health departments, medical examiners/coroners, emergency medical services, harm reduction services, and law enforcement.

##### **Objective 2: Expand MAT Access**

*Suggested sample activities:*

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- a. Engage harm reduction services, narcotic treatment programs, and/or other MAT services.
- b. Increase availability and access of all three FDA-approved forms of MAT (methadone, buprenorphine, and naltrexone).
- c. Promote buprenorphine training programs among prescribers, clinics, hospitals, and emergency departments (EDs), with a goal to:
  - Increase the number of x-waivered prescribers.
  - Increase the number of licensed prescribers that are actively treating patients with substance use disorder (SUD).
- d. Collect and disseminate MAT resources for your county to increase referrals and improve access to care.

### **Objective 3: Develop and Adopt Local Opioid Policies and Procedures**

*Suggested sample activity:*

- a. Promote evidence-based practices (i.e., opioid stewardship) through implementation of local opioid policies and procedures in multiple organizations and agencies (e.g., law enforcement, first responders, health care entities, pharmacies, schools, libraries, naloxone distribution sites, etc.).

### **Elective Objectives (Optional):**

#### **Objective 4: Promote Public Education and Awareness**

*Suggested sample activities:*

- a. Implement CDPH, DHCS, and/or CDC-sponsored public education campaigns.
- b. Develop and disseminate educational materials and messaging to reduce stigma related to SUDs, MAT, and harm reduction services.

#### **Objective 5: Increase Access to Care and Services for High-Risk Populations**

*Suggested sample activities:*

- a. Work with partners to expand MAT and related services for high-risk populations (pregnant women, veterans, older adults, youth, and/or incarcerated individuals).
- b. Promote integrated, “whole person” care, for high-risk populations (e.g. jails, prisons, hospitals, tribal communities) to ensure these populations can access MAT and other services.
- c. Work with partners to address gaps in care and treatment services across transitions between systems (e.g., pregnancy-delivery-home, jails-prison-release, EDs-hospital-discharge-home) to support continuity of care.
- d. Support development and expansion of easy access (low barrier) substance use services (e.g., MAT induction in EDs, increase MAT spokes in high-risk areas and known gaps) to one or more high-risk populations.

**Objective 6: Promote Harm Reduction Services**

*Suggested sample activities:*

- a. Engage and collaborate with harm reduction programs, including local SSPs. Include harm reduction programs as coalition members, as applicable.
- b. To reduce stigma, provide education to county leaders, health care providers, and first responders on the benefits of harm reduction services.
- c. Support the creation and/or continuation of SSPs and harm reduction program(s).
- d. Work with SSPs and other county organizations to increase access to harm reduction services.

**Objective 7: Increase Access to Naloxone**

*Suggested sample activities:*

- a. Work with partners to increase naloxone availability and distribution:
  - Increase the number of naloxone distribution sites through enhanced acceptance, and program/agency buy-in (e.g., law enforcement, first responders, SUD, treatment, jails, harm reduction services, health care entities, pharmacies, schools, libraries).
  - Increase the availability of naloxone.
  - Track naloxone distribution and reported reversals.

*Reminder: Grant funds cannot be used to purchase naloxone.*

**Objective 8: Promote Safe Prescribing**

*Suggested sample activities:*

- a. Promote implementation of opioid stewardship policies and best practices with providers and local health care systems.
- b. Promote the availability of alternative pain management options (e.g., physical therapy, chiropractic, acupuncture) among prescribers and patients.
- c. Promote reduction of rapid tapers and/or dropped patients through provider education (including opioid stewardship and academic detailing).

**Objective 9: Implement Drug Prevention Activities**

*Suggested sample activities:*

- a. Promote primary prevention best practices to reduce the demand for substances with abuse potential by providing alternative activities and building community and individual resilience.
- b. Collaborate with law enforcement and drug courts to reduce the negative consequences of illicit drugs.

## **F. WORK PLAN**

Applicants are required to submit a detailed *Work Plan* (WP) that matches and expands upon your selected objectives in the SOW. Applicants must describe how the organization will accomplish each of the selected objectives, detail the activities to be implemented, and identify the responsible staff, completion timelines, and required deliverables for all activities. The proposed WP will be reviewed and finalized in conjunction with CDPH program staff within one month of the grant execution date, and must be approved by CDPH program staff prior to implementation. **All proposed grant activities must be reviewed and approved by CDPH before grantees can begin work.**

*Where applicable, the proposed WP should include baseline data for all objectives and activities to be used by the grantee to track and measure progress on those objectives and activities over time.*

## **G. BUDGET DETAIL**

The project budget request must be submitted using the budget form provided. See *Attachment G*. Round all dollar amounts and percentage figures to whole numbers.

The *Budget Detail* includes categorical and line item descriptions (the costs identified in the template are examples only). Complete all sections of the budget according to *Attachment G*, estimating costs and personnel/positions according to the applicant's operating needs. See *Appendix 3* for the *Budget Detail Sample*.

## **H. BUDGET NARRATIVE**

Provide a *Budget Narrative* with a brief explanation of each line item on the *Budget Detail*. Complete the *Budget Narrative* using *Attachment H*.

### **BUDGET COMPONENTS and GUIDELINES:**

#### **Personnel**

Personnel includes all personnel costs to operate the project.

- a. List personnel by job category or classification rather than by name to allow for staff turnover.
- b. Indicate total annual salary or salary range for full time equivalents (FTEs). The salary range stated should include any anticipated increases (i.e., cost-of-living adjustments and merit salary adjustments).
- c. Indicate percentage of time the position will be utilized on this project (e.g., 20 hours of work within a 40-hour week is 50 percent). All percentages should be in whole numbers. If biweekly pay periods cause the monthly salary amount to vary, indicate the variance in a footnote at the bottom of the page.

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- d. Indicate the amount requested per position based upon the annual salary ranges and total amounts. If the percentage rate for benefits differs for various positions, indicate the specific amount for each position on a separate detail sheet.
- e. Subtotal all personnel costs.

### **Operating Expenses**

Operating Expenses include all costs except personnel costs. Only list operating expenses that apply to this project.

Project funds cannot be used for purchase or renovation of buildings, facilities or land, or the purchase of major equipment. Major equipment is defined as property with a unit cost over \$5,000 with a life expectancy of one or more years. Funds cannot be used to purchase naloxone.

Examples of common operating expense line items are provided in the template. The following is a list of operating expense items most commonly recognized by the State:

- a. **General Expenses** – Includes office supplies, books, manuals, publications, and minor equipment (unit cost under \$5,000). These expenses must be itemized identifying the cost for each.

**Example: Supplies:**

*FTE x amount per month x number of months*

*2 FTE x \$250 per month x 8 months = \$4,000*

- b. **Other Expenses** – Includes utilities, telephone, space, insurance, equipment rental, postage, and duplication. These expenses must be itemized identifying the cost for each.

**Example: Rent Expense**

*FTE x sq.ft. x amount per square foot x number of months*

*2 FTE x 150 sq.ft. x \$2 per sq.ft. x 8 months = \$4,800*

- c. **Travel** – Travel is reimbursed at current California Department of Human Resources rates. Mileage should indicate the number of miles for ground transportation and rate per mile (not to exceed 58 cents per mile). For airfare, indicate the number and destination of trips and expected cost per trip. Per Diem should specify the number of days and rate per day. Grantees are required to pay for travel and lodging for all budgeted staff to attend training activities sponsored by CDPH and/or CHLP and should budget according to the project requirements in the Travel line item. No out-of-state travel is allowed without prior written approval of CDPH. See *Appendix 5: CDPH Travel Reimbursement Rates for 2019*, for allowable reimbursements. These amounts are subject to change based on the California Department of Human Resources rates.

**Examples:**

- 1. Round trip Sacramento to Los Angeles for Conference**



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*\$250 airline tickets + \$105 hotel (1 night) + \$41 per diem (dinner, breakfast, lunch) + \$75 car rental + \$12 parking/tolls = \$483*

### **2. Round trip Sacramento to San Francisco for site visit**

*\$174 mileage (300 miles @.58 per mile) + \$23 per diem (dinner) + \$32 parking/tolls = \$229*

- d. **Consultant Services/Subcontractors** – Amounts paid to consultants/subcontractors cannot exceed more than 50% of the awardee's total budget per year. CDPH will approve consultants/subcontractors on a case-by-case basis. This grant is not intended to be a pass-through of services. The bulk of the objective activities should be performed within the organization. Applicants planning to use consultants or subcontractors in the performance of the work must identify each proposed consultant/subcontractor, if known, at the time of application submission; each known consultant's/subcontractor's expertise; and describe the responsibilities to be assigned to each consultant/subcontractor. Include a description of plans for overseeing the performance of consultants/subcontractors. Notwithstanding the use of any consultant/subcontractor, the applicant will ultimately be responsible for performance of all terms and conditions of the resulting contract. The State reserves the right to approve changes in consultant/subcontractor selection. *Generally, consultants are not to be more than the hourly salary rate established for state employees in similar classifications.* Include in the application the consultant's title, hourly rate, and number of hours to be worked (e.g., per week, per month). Next to the subcontractor's name, list the SOW goal and objective of each subcontractor's responsibilities.

- e. **Staff Training** – Costs and fees for meetings, trainings and conferences attended by project staff are reimbursable.

Prior Approval of Training Seminars, Workshops or Conferences:

Grantee shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. This provision does not apply to necessary staff meetings or training sessions held for the staff of the grantee in order to conduct routine business matters.

- f. **Indirect Costs** – Express as a percentage rate and total and specify how total costs were calculated. These are overhead costs that are not directly identifiable to the applicant or to the applicant's project and are generally expressed as a percentage of total personnel costs. Indirect expenses must not exceed a maximum of 25 percent of Total Personnel Services (Personnel Costs plus Fringe Benefits). Local Health Jurisdictions may not exceed the county's 2019-20 CDPH approved Indirect County Rates (*Appendix 5*).

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- g. **Non-Reimbursable Items** – Project funds cannot be used for meals or refreshments served at meetings, workshops, training sessions, etc. conducted by grantees or subcontractors. Promotional items (“gifts” or “giveaway items” used to promote projects such as mugs, cups, lapel or stickpins, pens or pencils, clothing and key chains) are also not allowed.

### **Funding Restrictions**

Funds received through this RFA may **not** be used for:

- a. Purchasing: naloxone/Narcan, fentanyl test strips, or harm reduction kits/supplies (e.g. syringes, needles). Harm reduction and linkage to care activities are acceptable as long as they are not prohibited purchases.
- b. HIV/HCV/other STD/STI testing.
- c. Drug disposal. This includes implementing or expanding drug disposal programs or drug take back programs, drug drop box, drug disposal bags.
- d. The provision of medical/clinical care (e.g. treatment of substance use disorder [including MAT])
- e. Wastewater analysis, including testing vendors, sewage testing, and wastewater testing.
- f. Research.
- g. Direct funding or expanding the provision of substance abuse treatment programs.
- h. Development of educational materials on safe injection.
- i. The prevention of Adverse Childhood Experiences (ACES) as a stand-alone activity. However, activities related to CES are allowable if they pertain to establishing linkage to care, or to provide training to public safety and first responders on trauma-informed care.
- j. Public safety activities that do not include clear overlap/collaboration with public health partner and objectives.
- k. Enforcement of laws pertaining to illicit opioid activities.
- l. Funding for-profit agencies or entities.
- m. Major equipment purchase of any kind.
- n. Food/meals/refreshments at any meetings, convenings/conferences or other related sponsored events.
- o. Funds may only be used for reasonable program purposes, including personnel, travel, supplies, and services.
- p. Generally, funds may not be used to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget and pre-approved by CDPH program staff.
- q. Reimbursement of pre-award costs is not allowed.

### **Medication Assisted Treatment (MAT) Waivers**

Funds can be used to support training and education around MAT waivers, **however**, RFA funds cannot be used to pay for fees associated with providers obtaining waived status. This applies to both direct reimbursements and contracts. If training and waiver fee activities occur together, it must be clear that RFA funds are not being used to cover the waiver fee itself. Other funding sources can be used to cover waiver fees.

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### **Neonatal Abstinence Syndrome (NAS)**

Please note that certain activities that cover neonatal abstinence syndrome (NAS) are allowable, while others are not. In particular certain NAS-related surveillance and prevention activities may be allowable; however funding collection of NAS surveillance data is not allowable. Some examples of what would be allowable include:

- Surveillance of linkage to care during or after pregnancy for mothers who use opioids during pregnancy.
- Tracking drug use patterns, overdose history, and linkage to treatment and risk reduction services for pregnant women.
- Linking data sources on pregnant women available at the state and local level.
- Prevention strategies and activities for pregnant women, infants born with NAS, and for healthcare provider/clinician support and education.

Additional Federal Restrictions that need to be considered while planning the programs and writing the budget are:

- a. Other than for normal and recognized executive-legislative relationships, no funds may be used for: publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- b. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.
- c. Lobbying Restrictions (Div. H, Title V, Sec. 503)
- d. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- e. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- f. Trafficking In Persons: This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

### **Invoicing**

Each invoice should reflect the amount of expenses incurred during the previous quarter. The invoice is not the budgeted amount divided by the total months of the grant, rather it is documented expenses that were incurred during the previous quarter

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by the coalition/grantee. It is the grantee's responsibility to keep documentation for each expense listed on the invoice. CDPH may ask for backup documentation at any time to confirm invoiced expenses. This documentation will be required in the event of an audit.

**Documentation:** The grantee is required to maintain backup documentation for all expenditures and provide the backup documentation for an invoice if requested by CDPH staff. The grantee shall maintain for review and audit purposes, adequate documentation of all expenses claimed. All invoice detail, fiscal records, or backup documentation shall be prepared in accordance with generally accepted accounting principles. CDPH has the right to request documentation at any time to determine an organization's allowable expenses.

**Submission of Invoices:** The grantee must be able to fund up to 60 days of payroll, indirect expenses, and operating costs, as well as expenditures incurred by a subcontractor or consultant prior to reimbursement by the State. The grantee incurs expenses for the previous work period and is then reimbursed by invoice(s) submitted to CDPH in accordance with the proposed schedule below, in arrears.

### **Proposed Invoice Dates**

Invoices are due on the last Friday of the month following the end of the invoice period:

- January – March: Due the last Friday of April.
- April – June: Due the last Friday of July.
- **July – August: Due last Friday of September** (*Note: Due to the end of the grant budget period, this invoice period has two months*).
- September – December: Due the last Friday of January (*Note: This invoice period has four months*).

### **Budget Revisions**

Any budget revisions must be submitted to CDPH within the first nine months of each grant budget year. **No revisions will be made after the 9th month of the grant budget year. Because the first funding period of this grant is less than 12 months, all revisions must be submitted prior to May 15, 2020.**

## ***I. OTHER REQUIRED DOCUMENTS***

### **Proof of 501(c)3 Status**

All applicants must certify eligibility to claim non-profit status by including appropriate documentation as an Attachment.

### **Letters of Recommendation/Commitment**

A minimum of two *Letters of Recommendation* are required. Letters can be from local health departments, local health care agencies, law enforcement, community-based organizations, SSPs or harm reduction services, tribal organizations, or other partners. These letters should specifically address the ability of the applicant to implement the activities as proposed in the application.

In addition, provide letters from significant partners to demonstrate commitment to collaborate with the applicant around selected objectives and activities, as appropriate.

## **PART 3. APPLICATION REQUIREMENTS AND SUBMISSION**

### **A. GENERAL APPLICATION INSTRUCTIONS**

Each applicant is to follow the instructions provided herein, using the attached forms. All sections on all required documents must be completed and submitted in the order requested. **Any application that does not comply with this requirement will be considered non-responsive and will not be reviewed.**

- 1) Develop applications by following all RFA instructions and clarifications issued by CDPH in the form of webinars, question and answer notices, clarification notices, Administrative Bulletins or RFA addenda.
- 2) Before submitting an application, seek timely clarification through participation in the information webinar of any requirements or instructions that are unclear or not fully understood.
- 3) Read all instructions carefully. Be sure the application includes all of the information required in the RFA, including all attachments. Re-check the application to ensure completeness.
- 4) Do not provide additional materials that are not requested, such as brochures or samples of materials. These will be discarded and not reviewed.
- 5) In preparing an application response, all narrative portions should be straightforward, detailed, and concise. Answer all questions in the order presented with clear titles for each section. CDPH will determine the responsiveness of an application by its quality, not its volume, packaging or graphic displays.
- 6) **Electronic applications are required.** Submit one original application complete with all required attachments and documentation on time via email to: [PDOP@cdph.ca.gov](mailto:PDOP@cdph.ca.gov).

*Incomplete applications will not be reviewed nor considered for funding.*

### **B. FORMAT REQUIREMENTS**

Format the organization capacity and the narrative portions of the application as follows:

- Single-spaced with one-inch margins at the top, bottom, and both sides.
- Use “Arial” 12 point font.
- Number pages sequentially in the Organizational Capacity, Narrative, and the Work Plan in the lower right corner.

### **C. INFORMATIONAL WEBINAR**

An optional informational webinar is scheduled to provide guidance and answer questions related to the RFA requirements: (information to be finalized based upon release date and review process timing).

**Date:** Monday, September 23, 2019

**Time:** 2:30 – 3:30 p.m. PST

**Webinar Link:** [RFA Informational Webinar Link](#)

**Telephone Number:** +1-415-655-0001

**Pass Code:** 925 333 286

CDPH encourages all prospective applicants that intend to submit an application to participate in the webinar. Applicants may email questions to [PDOP@cdph.ca.gov](mailto:PDOP@cdph.ca.gov) up until 12:00 p.m. PST on Friday, September 20, 2019 to ensure CDPH can provide answers during the webinar. If there is time at the end of the webinar, applicants may be able to ask additional or clarifying questions.

Each prospective applicant is responsible for joining the webinar on time. CDPH reserves the right not to repeat information for participants that join the webinar after it has begun. The webinar is a public event and anyone can join.

After the webinar, on Monday, September 30, 2019, CDPH will post a summary of all questions and responses on the RFA webpage. Verbal remarks provided in response to questions are unofficial and are not binding on CDPH unless later confirmed in writing.

### **D. SUBMISSION OF APPLICATION**

**Electronic applications are required.** All applications are **due by 11:59 p.m. on Thursday, October 10, 2019**. Applications must be submitted electronically to [PDOP@cdph.ca.gov](mailto:PDOP@cdph.ca.gov). The electronic date and time stamp will be used to verify on-time submission. Applications received after the due date/time **will not be reviewed**.

It is the sole responsibility of the applicant to ensure that CDPH receives the application by the stated deadline. Each application received by the due date will be reviewed for completeness and compliance with the instructions provided in this document. Incomplete, late, or non-compliant applications will not be reviewed or considered for funding.

It is important to note that there is no guarantee that submission of an application will result in funding, or that funding will be allocated at the level requested. Expenses

associated with preparing and submitting an application are solely the responsibility of the applicant organization and will not be reimbursed by CDPH.

## **PART 4. APPLICATION REVIEW AND AWARD ADMINISTRATION**

### **A. REVIEW PROCESS**

Each application will be evaluated and scored based on the quality and appropriateness of the responses and elements requested in this RFA. Scores will be based on the application's adequacy, thoroughness, and the degree to which it complies with the RFA requirements, meets CDPH's program needs, and demonstrates commitment to build capacity in preventing opioid- and other drug-related overdoses and deaths.

By submitting an application, the applicant agrees that CDPH is authorized to verify any information and any references named in the application. Applications received by CDPH are subject to the provisions of the "California Public Records Act" (Government Code, Section 6250 et seq.) and are not considered confidential upon completion of the selection process.

#### **Administrative and Completeness Screening**

CDPH will review applications for on-time submission and compliance with administrative requirements and completeness. A late or incomplete application will be considered non-responsive and will be disqualified and eliminated from further evaluation. Applications submitted from non-eligible entities will not be reviewed. Omission of any required document or form, failure to use required formats for response, or failure to respond to any requirement will lead to rejection of the application prior to review.

#### **Application Scoring (100 Points)**

Each application passing the Administrative and Completeness Screening will be evaluated and scored according to the selection criteria by CDPH staff on a scale of zero to 100 points. Each application will be scored for technical merit and demonstrated ability to complete objectives, using the scoring system below. The applications with the highest scores will be considered for funding.

The maximum point value for each RFA section is described below in Table 5.

**Table 5. Maximum Point Value for RFA Sections**

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Application Component	Maximum Points
Organizational Capacity	30
Project Narrative	25
Scope of Work	05
Work Plan	20
Budget	15
Letters of Recommendation/ Commitment	05
<b>Total</b>	<b>100</b>

### **Application Selection Criteria**

Table 6 below provides the selection criteria and the associated point value that will be used to evaluate and score applications



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**Table 6. Scoring Criteria and Rating Points**

<b>Organizational Capacity</b>		
<b>Section Component</b>	<b>Scoring Criterion</b>	<b>Point Value</b>
Record of Accomplishments	The applicant demonstrates a record of accomplishment working to reduce opioid- and other drug-related overdoses/deaths and provides at least one example illustrating their local impact.	<b>5</b>
Data-Informed Interventions	The applicant tracks and utilizes data in assessing local needs and developing of tailored evidence-based, data informed interventions (activities).	<b>5</b>
Coalition Functioning and Multi-Sector Collaboration	The applicant demonstrates coalition management experience and the ability to engage with city and county councils/board members, state agencies, prescribers, patients, pharmacists, law enforcement, health plans, payer systems, harm reduction and SSPs, and the general public.	<b>5</b>
Sustainability	The applicant describes county strengths and resources that are available to facilitate the proposed project outcomes and sustain local coalition efforts after CDPH funding ends.	<b>5</b>
Organizational Readiness	The applicant demonstrates the ability to successfully implement strategies and activities proposed in the application and identifies strategies and resources that will be utilized to ensure the implementation of the proposed activities can begin with minimal planning and start-up time.	<b>5</b>
Staff Competencies	The applicant demonstrates administrative capacity to address fiscal responsibility, including invoicing, staffing and reporting, and the ability to execute a government agreement. The applicant has sufficient staff available who have the knowledge, skills, and background necessary to complete all project activities.	<b>5</b>
	<b>Subtotal</b>	<b>30</b>

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<b>Project Narrative</b>		
<b>Section Component</b>	<b>Scoring Criterion</b>	<b>Point Value</b>
County Data Profile	The applicant describes the extent of the problem within the applicant's county and provides data on opioid- and other drug-related overdose deaths, emergency department visits, any known opioid prescribing practices/rates, or other information that illustrates the epidemic within their county.	<b>4</b>
Experience Addressing the Opioid Epidemic	The applicant explains how their coalition/county has previously responded to the opioid crisis, including examples of efforts such as: prescribing guideline development, buprenorphine and naloxone use, healthcare policy adoption, academic detailing efforts, county outreach, or other applicable interventions.	<b>5</b>
Justification of the Proposed Project	The applicant provides a comprehensive description of the proposed project, including the project objectives and activities to address outcomes and targeted populations. The applicant describes how the core and selected elective project objectives will contribute to a comprehensive approach to address the opioid epidemic in their county.	<b>7</b>
Populations of Focus	The applicant identifies high-risk populations in their county and describes their capability and experience reaching the identified populations.	<b>5</b>
Roles and Responsibilities	The applicant describes the roles and responsibilities of key personnel, partners, and subcontractors in planning, implementing, and evaluating objectives and activities.	<b>4</b>
<b>Subtotal</b>		<b>25</b>

<b>Scope of Work</b>		
<b>Section Component</b>	<b>Scoring Criterion</b>	<b>Point Value</b>
Scope of Work	The applicant includes the Scope of Work, which meet all requirements listed in the Scope of Work instructions of this RFA.	<b>5</b>
<b>Subtotal</b>		<b>5</b>

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<b>Work Plan</b>		
<b>Section Component</b>	<b>Scoring Criterion</b>	<b>Point Value</b>
Priority Area Objectives Identified (SMART)	The applicant includes three (3) core objectives and the number of elective objectives based on the selected tier funding level. The proposed objectives are SMART (i.e. Specific, Measurable, Achievable, Realistic, Time-bound).	<b>7</b>
Activities and Deliverables	The applicant describes in detail the activities to be implemented and identifies responsible staff, completion timelines, and all corresponding deliverables for each activity.	<b>13</b>
	<b>Subtotal</b>	<b>20</b>

<b>Budget</b>		
<b>Section Component</b>	<b>Scoring Criterion</b>	<b>Point Value</b>
Budget Narrative and Budget Detail	The applicant provides a <i>Budget Narrative</i> with a brief explanation of each line item on the <i>Budget Detail</i> .	<b>5</b>
Personnel Costs and Calculations	The applicant identifies personnel costs and lists all personnel by job category or classification, indicating total annual salary or salary range for FTEs and the percentage of time the position will be utilized on this project.	<b>5</b>
Operating Costs and Calculations	The applicant identifies reasonable operating expenses and includes appropriate formulas to justify costs. The descriptions are clear and the calculations are complete and accurate.	<b>5</b>
	<b>Subtotal</b>	<b>15</b>

<b>Letters of Recommendation</b>		
<b>Section Component</b>	<b>Scoring Criterion</b>	<b>Point Value</b>
Letters of Recommendation/ Commitment	The applicant includes two (2) Letters of Recommendation, which meet all requirements listed in the Letters of Recommendation instructions of this RFA.	<b>5</b>
	<b>Subtotal</b>	<b>5</b>
	<b>Total</b>	<b>100</b>

## **B. GRANT AWARD ADMINISTRATION**

### **Proposed Award Distribution and Funding Amounts**

CDPH expects to award between \$500,000 and \$1.5M annually for this RFA, contingent upon the availability of federal and state funds. The award of the grant is based upon a competitive application review and selection process. Each applicant will be notified directly of their application status by October 25, 2019. The minimum award given to each applicant chosen for funding will be \$20,000 per year. The funding award amounts are contingent upon: 1) the number of objectives chosen by the applicant, and 2) the applicant's demonstrated ability to implement the tier selected, as determined by CDPH's assessment.

### **Non-Responsiveness**

An application is considered non-responsive if an applicant:

- a. Does not meet RFA format, content, or submission requirements.
- b. Submits false, inaccurate, or misleading information.
- c. Is unwilling or unable to comply with the agreement terms, conditions and/or exhibits cited in this RFA and/or the resulting agreement.
- d. Includes other irregularities not specifically addressed herein or if the applicant places any conditions on performance of the work plan, submits a counter offer, etc. Any deviation from the specifications may be cause for rejection of the application.

The State reserves the right to negotiate the agreement and not to award a grant if negotiations are unsuccessful. If an applicant fails to finalize the grant agreement, the State reserves the right to fund another application. Once an application is selected for funding, the applicant will receive a grant agreement with CDPH. The grant agreement will incorporate the proposed SOW. During the course of the grant, if unanticipated changes occur that impact the SOW (budget, etc.), changes to SOW must be approved prior to being implemented, and the revised SOW must be submitted via email to CDPH. A formal grant amendment may be required based on the requested changes.

## **C. GRANT TERM**

The term of the resulting grant is expected to be 32 months and is anticipated to be effective from **January 1, 2020 through August 31, 2022**. Refer to Table 1 to review the proposed annual budget periods. The grant term may change if CDPH cannot execute the grant agreement in a timely manner due to unforeseen delays. CDPH reserves the right to extend the term and increase the funding amount of the resulting agreement via an amendment as necessary to complete or continue the services. Grant extensions are subject to satisfactory performance, funding availability, and possibly review and approval by the DGS.

Following the award notification, grant negotiations will occur with the grantee in a timely manner. Following grant negotiations, the grantee is required to submit a final Budget and Budget Justification in accordance with CDPH requirements. Depending on which tier the grantee applied for, a standard SOW will also become part of the formal

## Exhibit D

grant agreement. Upon completion and approval of these documents, the grant agreement will be fully executed and work may commence. The resulting grant agreement will be of no force or effect until it is signed by both parties and approved by CDPH. The grantee is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered without State reimbursement.

The grantee is to expend funds in accordance with the negotiated line item budget. If changes in line items, salary ranges, or staffing patterns require modifications, the grantee must request a budget revision within the first nine months of each grant period, no revisions will be considered after the ninth month of the grant period. It is up to the discretion of CDPH whether or not to approve the revision.

### ***D. GRANT AWARD APPEAL PROCESS***

An applicant who has submitted an application and was not funded may file an appeal with CDPH. 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 grounds:

- a. CDPH failed to correctly apply the application review process, the format requirements, or to evaluate the applications as specified in the RFA.
- b. CDPH failed to follow the methods for evaluating and scoring the applications as specified in the RFA.
- c. Appeals must be sent by email to [PDOP@cdph.ca.gov](mailto:PDOP@cdph.ca.gov) and received on November 8, 2019, by 5:00 p.m. PST. The Chief of IVPB, or designee, will decide the outcome of the appeal based on the written appeal letter. The decision of the Chief of IVPB, or designee, shall be the final remedy. Appellants will be notified by email within 15 days of the consideration of the written appeal letter. CDPH reserves the right to withdraw, or respond, to the satisfaction of CDPH.

## **E. GRANT REPORTING, MONITORING, AND MATERIAL DEVELOPMENT REQUIREMENTS**

Grantees are required to comply with administrative reporting, monitoring, and material development requirements outlined in this section.

### **Semi-Annual Progress Reports**

The Progress Reports collect information and data for evaluation, analysis, and monitoring of project performance and project objectives outlined in the grantee's Work Plan. Components include, but are not limited to: project activities; staffing; training; and outcome data. The grantee is required to complete and submit the Progress Report using the CDPH Progress Report Template on or before the due date, determined by CDPH. All activities where baseline data is available should include updated data since the last reporting period, and a brief description of the change.

### **Quarterly Check-Ins with CDPH Staff**

CDPH staff will be conducting quarterly check-ins with funded coalitions. Grantees will be required to identify progress, challenges, and successes, and will have an opportunity to request technical assistance from CDPH. Additionally, grantees are encouraged to participate in annual convenings by CDPH, COSN, and other partner agencies.

### **Material Development Requirements**

Under this grant agreement, grantees will submit to CDPH for review and approval, and before dissemination, all materials created by the coalition/grantee to be publicly distributed. Grantees are required to upload all media materials to the CDPH Secure File Transfer site for CDPH review. Additionally, grantees will agree to use and disseminate CDPH media materials at the request of CDPH. Grantees are required to include CDC and CDPH disclaimer language below on all published media materials:

#### **Disclaimer Language to Include:**

##### **Conference/Meeting/Seminar Materials:**

*Funding for this conference was made possible (in part) by the California Department of Public Health (CDPH), supported by Grant Number NU17CE925000 from the Centers for Disease Control and Prevention (CDC), and the Department of Health Care Services (DHCS), supported by Grant Number 18-95414 from the Substance Abuse and Mental Health Services Administration. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official views of the CDC, the Department of Health and Human Services, the CDPH, or [Enter Your Agency/Group Here].*

##### **Publications:**

*This publication (journal article, etc.) was funded (in part) by the California Department of Public Health (CDPH), supported by Grant Number NU17CE925000 from the Centers for Disease Control and Prevention (CDC), and the Department of Health Care Services (DHCS), supported by Grant*

## Exhibit D

*Number 18-95414 from the Substance Abuse and Mental Health Services Administration. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the CDC, the Department of Health and Human Services, the CDPH, or [Enter Your Agency/Group Here].*

### **Video Productions:**

*This video was produced by [Enter Your Agency/Group Here] and funded (in part) by the California Department of Public Health (CDPH), supported by Grant Number NU17CE925000 from the Centers for Disease Control and Prevention (CDC), and the Department of Health Care Services (DHCS), supported by Grant Number 18-95414 from the Substance Abuse and Mental Health Services Administration. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the CDC, the Department of Health and Human Services, the CDPH, or [Enter Your Agency/Group Here]*

**PART 5. GLOSSARY OF ACRONYMS AND TERMS**

<b>Acronym/Term</b>	<b>Definition</b>
CA Opioid Dashboard	California Opioid Overdose Surveillance Dashboard
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
CHCF	California Health Care Foundation
COB	Close of Business
COSN	California Opioid Safety Network
County(ies)	The area the applicant serves (e.g., community, city, jurisdiction, region, tribal communities)
CURES	Controlled Substance Utilization Review and Evaluation System
DGS	Department of General Services
DHCS	Department of Health Care Services
EDs	Emergency Departments
FTEs	Full Time Equivalents
IRS	Internal Revenue Service
LOSCs	Local Opioid Safety Coalitions
MAT	Medication Assisted Treatment
MME	Morphine Milligram Equivalent
NOFO	Notice of Funding Opportunity
RFA	Request for Application
IVPB	Injury and Violence Prevention Branch
SAMHSA	Substance Abuse and Mental Health Services Administration
SOW	Scope of Work
SSP	Syringe Services Program
SUD	Substance Use Disorder
VISTAs	Volunteers in Service to America
WP	Work Plan



## Application Checklist

**Due by 11:59 p.m. on Thursday, October 10, 2019**

<b>Date of Submission</b>	
<b>Coalition Name</b>	
<b>Application Contact Name</b>	
<b>Phone Number</b>	
<b>E-mail Address</b>	

**The following documents must be completed and submitted with this Application Checklist by 11:59 p.m. on October 10, 2019.**

Attachment	Required Document	Document Type	Please Check
A	Application Checklist	Word	<input type="checkbox"/>
B	Grantee Information Form	Word	<input type="checkbox"/>
C	Organizational Capacity	Word	<input type="checkbox"/>
D	Project Narrative	Word	<input type="checkbox"/>
E	Scope of Work	Word	<input type="checkbox"/>
F	Work Plan	Word	<input type="checkbox"/>
G	Budget Detail	Excel	<input type="checkbox"/>
H	Budget Narrative	Word	<input type="checkbox"/>
I	Darfur Contracting Act	Word	<input type="checkbox"/>
J	Government Agency Tax ID Form	PDF	<input type="checkbox"/>
K	Payee Data Record	PDF	<input type="checkbox"/>
L	Contractor Certification Clause	PDF	<input type="checkbox"/>
<i>Other</i>	Proof of 501(c)(3) Status	PDF	<input type="checkbox"/>
<i>Other</i>	Letters of Recommendation/ Commitment	PDF	<input type="checkbox"/>

**Select Tier:**      ☐ Tier 1      ☐ Tier 2      ☐ Tier 3



**E-mail the documents to: [PDOP@cdph.ca.gov](mailto:PDOP@cdph.ca.gov)**

**Injury and Violence Prevention Branch (IVPB)**  
**Grantee Information Form**

**Complete all 7 sections below and submit this document with your application.**

**1. Organization**

This information will appear on your grant agreement cover and should match the legal name and address on your IRS documents.

Federal Tax ID: \_\_\_\_\_ Grant #: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

County: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Website: \_\_\_\_\_

**2. Grant Signatory**

The ***Grant Signatory*** has authority to sign the grant agreement cover.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**If address(es) are the same as Organization above, check this box & skip to Phone # ☐**

Mailing Address: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**Injury and Violence Prevention Branch (IVPB)  
Grantee Information Form****3. Project Director**

The ***Project Director*** is responsible for all the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with IVPB staff, will receive all programmatic, budgetary, and accounting mail for the project, and will be responsible for the proper dissemination of program information.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**If address(es) are the same as Organization above, check this box & skip to Phone # ☐**

Mailing Address: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**4. Payment Receiver**

All payments are sent to the attention of the ***Payment Receiver*** at the designated address.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**If address(es) are the same as Organization above, check this box & skip to Phone # ☐**

Mailing Address: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**Injury and Violence Prevention Branch (IVPB)  
Grantee Information Form**

**5. Fiscal Reporter**

The ***Fiscal Reporter*** prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

If address(es) are the same as Organization above, check this box & skip to Phone # ☐

Mailing Address: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**6. Fiscal Signatory**

The ***Fiscal Signatory*** has signature authority for invoices and all fiscal documentation reports.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

If address(es) are the same as Organization above, check this box & skip to Phone # ☐

Mailing Address: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**7. Funding Amount Requested**

List the ***amount of funding*** your organization is requesting on this grant application.

Year 1      \$ \_\_\_\_\_

Year 2      \$ \_\_\_\_\_

Year 3      \$ \_\_\_\_\_

**Total**      \$ \_\_\_\_\_

### **Organizational Capacity**

**Please see the RFA for instructions for preparing and submitting your Organizational Capacity.**

Format the Organizational Capacity as follows:

- Single-spaced with one-inch margins at the top, bottom, and both sides.
- Use “Arial” 12 point font.
- Number pages sequentially in the lower right corner.

### **Project Narrative**

**Please see the RFA for instructions for preparing and submitting your Project Narrative.**

**Use this Template.**

Format the Project Narrative as follows:

- Single-spaced with one-inch margins at the top, bottom, and both sides.
- Use “Arial” 12 point font.
- Number pages sequentially in the lower right corner.

Exhibit A  
Scope of Work  
January 1, 2020 – August 31, 2022**Contractor shall perform the following services:****1. Translate Data into Action**

Utilize the California Opioid Data Surveillance Dashboard and other local resources to monitor and address jurisdictional problems through implementation of local interventions.

**2. Expand Medication Assisted Treatment (MAT) Access**

Work with partners to increase availability and access of all three FDA-approved forms of MAT (methadone, buprenorphine, and naltrexone).

**3. Develop and Adopt Local Opioid Policies and Procedures**

Promote evidence-based practices through implementation of local opioid policies and procedures in multiple organizations and agencies.

**4. Promote Public Education and Awareness**

Implement CDPH, DHCS, and/or CDC-sponsored public education campaigns.

**5. Increase Access to Care and Services for High-Risk Populations**

Work with partners to expand outreach and services to high-risk populations (pregnant women, veterans, older adults, youth, and incarcerated individuals).

**6. Promote Harm Reduction Services**

Work with SSPs and other county organizations to increase access to harm reduction services.

**7. Increase Access to Naloxone**

Work with partners to increase naloxone availability and distribution sites.

**8. Promote Safe Prescribing**

Promote opioid stewardship to support prescribers with patients on opioid medication to reduce dropped patients and rapid tapers, and promote the use of alternative pain management options.

**9. Implement Drug Prevention Activities**

Partner with law enforcement and drug courts to develop strategies to reduce the negative consequences of illicit drugs.

## Work Plan Template

### Instructions:

- Indicate your coalition's selected Tier.
- Insert your coalition's proposed activities for the three required objectives.
- Insert your coalition's proposed activities for the elective objective(s) selected. (All six elective objectives are included in this template. Only complete the objectives selected in your Scope of Work.)
- Include baseline measurements for all activities (current county status/data).
- Utilize as many pages as needed to include all activities under required and elective objectives.
- Be sure that your deliverables span the full grant period (some with due dates during the first year, some the second, and some the third year).
- Number pages sequentially in the lower right corner.



## Work Plan Template

**SAMPLE**

January 1, 2020 – August 31, 2022

Select Tier: ☐ Tier 1 ☒ Tier 2 ☐ Tier 3**REQUIRED OBJECTIVES**

**Objective # 1:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of activities for each SMART (Specific, Measurable, Achievable, Realistic, Time-bound) objective (three required and selected optional).

Activities	Responsible Staff	Timeline	Deliverables
In this column, list all activities to be performed to implement the objective. Please quantify the activity (e.g. <i>three</i> presentations) and provide adequate detail to describe actionable steps and expected outcomes.	List the position(s) responsible for completing this activity. The identified responsible staff should align with the positions identified in the budget.	Identify start/end months of the activity, such as:  Jan 2020 – Jun 2020	Identify the deliverables that will be submitted to document progress, such as collected data, agendas, educational materials, etc.

## Work Plan

January 1, 2020 – August 31, 2022

Select Tier: ☐ Tier 1 ☐ Tier 2 ☐ Tier 3**Required Objectives**

**Objective #1:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of activities that will utilize data (from the CA Dashboard and local sources) to inform coalition interventions.

Activities	Responsible Staff	Timeline	Deliverables

**Work Plan****January 1, 2020 – August 31, 2022**

**Objective #2:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of activities to work with partners to increase availability and access to medication assisted treatment.

Activities	Responsible Staff	Timeline	Deliverables

**Work Plan****January 1, 2020 – August 31, 2022**

**Objective #3:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of activities to promote evidence-based practices through implementation of local opioid policies and procedures in local organizations and agencies.

Activities	Responsible Staff	Timeline	Deliverables

**Work Plan****January 1, 2020 – August 31, 2022****Elective Objectives**

**Objective #4:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of activities to promote public education and awareness through implementation of CDPH, DHCS and/or CDC-sponsored public education campaigns.

Activities	Responsible Staff	Timeline	Deliverables

**Work Plan****January 1, 2020 – August 31, 2022**

**Objective #5:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of activities to increase access to care and services for high-risk populations (pregnant women, veterans, older adults, youth, and incarcerated individuals).

Activities	Responsible Staff	Timeline	Deliverables

**Work Plan****January 1, 2020 – August 31, 2022**

**Objective #6:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of activities to work with Harm Reduction Services and SSPs and other county agencies/organizations to increase access to harm reduction services.

Activities	Responsible Staff	Timeline	Deliverables

**Work Plan****January 1, 2020 – August 31, 2022**

**Objective #7:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of activities to increase naloxone availability and distribution sites (collaborate with partner groups as needed).

Activities	Responsible Staff	Timeline	Deliverables



**Work Plan****January 1, 2020 – August 31, 2022**

**Objective #8:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of education and outreach activities to prevent prescribers from dropping patients (with SUD symptoms) and/or implementing rapid tapers and to promote the use of alternative pain management options.

Activities	Responsible Staff	Timeline	Deliverables

**Work Plan****January 1, 2020 – August 31, 2022**

**Objective #9:** By August 31, 2022, (insert your organization name here) will conduct (insert number) of drug prevention activities to reduce the negative consequences of illicit drugs (collaborate with law enforcement agencies as needed).

Activities	Responsible Staff	Timeline	Deliverables

## Exhibit D

## Attachment G

This is a sample image of the Budget Detail. To receive the Excel version, please email: [PDOP@cdph.ca.gov](mailto:PDOP@cdph.ca.gov).

Budget Detail 01/01/20 - 08/31/22												
			Year (1) [8 months] 01/01/20 - 08/31/20			Year (2) 09/01/20 - 08/31/21			Year (3) 09/01/21 - 08/31/22			
Personnel												
Position Title	SOW Reference	Annual Salary Range	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	
					\$0			\$0			\$0	\$0
					\$0			\$0			\$0	\$0
					\$0			\$0			\$0	\$0
					\$0			\$0			\$0	\$0
					\$0			\$0			\$0	\$0
					\$0			\$0			\$0	\$0
Total Salaries and Wages					\$0		\$0		\$0		\$0	\$0
Fringe Benefits												
				Percentage			Percentage			Percentage		
Fringe Benefits				40%	\$0		40%	\$0		40%	\$0	\$0
Total Personnel					\$0		\$0		\$0		\$0	\$0
Operating Expenses												
Operating Expenses	SOW Reference				Budget			Budget			Budget	
												\$0
												\$0
												\$0
												\$0
												\$0
												\$0
												\$0
Total Operating Expenses					\$0		\$0		\$0		\$0	\$0
Subcontractors												
Subcontractors	SOW Reference				Budget			Budget			Budget	
												\$0
												\$0
												\$0
Total Subcontractors					\$0		\$0		\$0		\$0	\$0
Total Indirect Costs												
Total Indirect Costs				Percentage	Budget		Percentage	Budget		Percentage	Budget	
Total Indirect Costs				25.0%			25.0%			25.0%		\$0
Total Costs					\$0		\$0		\$0		\$0	\$0

**Budget Narrative**  
**Budget Year 01/01/20 – 08/31/20**

<b><u>Personnel</u></b>		<b>\$0.00</b>
Title	FTE: 00%	\$0.00
Description of Duties		
Title	FTE: 00%	\$0.00
Description of Duties		
Title	FTE: 00%	\$0.00
Description of Duties		
Title	FTE: 00%	\$0.00
Description of Duties		
Title	FTE: 00%	\$0.00
Description of Duties		

<b><u>Fringe Benefits @ xx.xx%</u></b>	<b>\$0.00</b>
Description of what is paid for with Fringe Benefits funds.	

<b><u>Operating</u></b>	<b>\$0.00</b>
List each item, a description, how the total amount is calculated, and if applicable, the related SOW objectives.	
Item 1: Description	\$0.00
Item 2: Description	\$0.00
Item 3: Description	\$0.00
Item 4: Description	\$0.00
Item 5: Description	\$0.00
Item 6: Description	\$0.00

## Exhibit D

Attachment H  
Coalition Name

<b><u>Subcontracts/Consultants</u></b>	<b>\$0.00</b>
Name of subcontractor/consultant, (if not known use TBD) list of duties to complete specific objective(s) in the SOW, total hours, and amount.	\$0.00
Sub 1: Description	\$0.00
Sub 2: Description	\$0.00
Sub 3: Description	\$0.00
Sub 4: Description	\$0.00
<b><u>Indirect Costs @ xx.xx%</u></b>	<b>\$0.00</b>
Description of what is paid for with Indirect Costs funds, and CDPH rate approved for your County/City (Example: 25% of Personnel and Fringe Benefit costs).	
<b>Total Budget</b>	<b>\$0.00</b>

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1. \_\_\_\_\_  
Initials                      We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_  
Initials                      We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

**OR**

3. \_\_\_\_\_  
Initials                      We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

### **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	


**GOVERNMENT AGENCY TAXPAYER ID FORM**

The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: [GovSuppliers@cdph.ca.gov](mailto:GovSuppliers@cdph.ca.gov) or fax it to (916) 650-0100, or mail it to the address above.

Principal  
Government  
Agency Name

Remit-To  
Address (Street  
or PO Box)

City:

State:

Zip Code+4:

Government  
Type:

☐ City☐ County☐ Special District☐ Federal☐ Other (Specify)

Federal  
Employer  
Identification  
Number  
(FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID#  
(If known)

Dept/Division/Unit  
Name

Complete  
Address

FI\$Cal ID#  
(If known)

Dept/Division/Unit  
Name

Complete  
Address

FI\$Cal ID#  
(If known)

Dept/Division/Unit  
Name

Complete  
Address

FI\$Cal ID#  
(If known)

Dept/Division/Unit  
Name

Complete  
Address

Contact Person

Title

Phone number

E-mail address

Signature

Date

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

<b>1</b>	<b>INSTRUCTIONS:</b> Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.																				
<b>2</b>	<b>BUSINESS NAME</b> (As shown on your income tax return)																				
	<b>SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL</b> (Name as shown on SSN or ITIN) Last, First, MI							<b>E-MAIL ADDRESS</b>													
	<b>MAILING ADDRESS</b>					<b>BUSINESS ADDRESS</b>															
	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>															
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
<b>PAYEE ENTITY TYPE</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> <b>PARTNERSHIP</b>  <input type="checkbox"/> <b>ESTATE OR TRUST</b> </div> <div style="width: 45%;"> <b>CORPORATION:</b>  <input type="radio"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="radio"/> <b>LEGAL</b> (e.g., attorney services)  <input type="radio"/> <b>EXEMPT</b> (nonprofit)  <input type="radio"/> <b>ALL OTHERS</b> </div> </div>																				
<b>CHECK ONE BOX ONLY</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> <b>SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC</b> (Disregarded Entity)         </div> <div style="width: 45%;"> <b>ENTER SSN OR ITIN:</b> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> </div> </div> <p style="font-size: small; margin-top: 5px;">Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661</p>																				
<b>4</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> <b>CALIFORNIA RESIDENT</b> - Qualified to do business in California or maintains a permanent place of business in California.  <input type="checkbox"/> <b>CALIFORNIA NON RESIDENT</b> (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding.  <div style="margin-left: 20px;"> <input type="radio"/> No services performed in California.  <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.         </div> </div> <div style="width: 45%;"></div> </div>																				
<b>5</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.</b>																				
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)					<b>TITLE</b>		<b>TELEPHONE</b> (include area code)													
	<b>SIGNATURE</b>					<b>DATE</b>		<b>E-MAIL ADDRESS</b>													
<b>6</b>	<b>Please return completed form to:</b>																				
	<b>DEPARTMENT/OFFICE</b> California Department of Public Health					<b>UNIT/SECTION</b> Injury and Violence Prevention/PDOP															
	<b>MAILING ADDRESS</b> PO Box 997377, MS 7214					<b>TELEPHONE</b> (include area code) 916-552-9800		<b>FAX</b> 916-552-9810													
	<b>CITY</b> Sacramento	<b>STATE</b> CA	<b>ZIP CODE</b> 9581599-7377	<b>E-MAIL ADDRESS</b> pdop@cdph.ca.gov																	



STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

<b>1</b>	<p><b>Requirement to Complete the Payee Data Record, STD 204</b></p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).</p>
<b>2</b>	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
<b>3</b>	<p>Check only <b>one</b> box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&amp;TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18662 and its regulations.</p> <p>Payees must provide <b>one</b> of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
<b>4</b>	<p><b>Are you a California resident or nonresident?</b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:          Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>          For hearing impaired with TDD, call: 1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
<b>5</b>	Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
<b>6</b>	This section must be completed by the state agency requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

# Contractor Certification Clause

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

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### 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) Provide that every employee who works on the proposed Agreement will:
  1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### 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. (PCC 10296) (Not applicable to public entities.)

#### 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.

#### 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.

#### 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](#) 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).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### 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.

#### 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.

##### a) Current State Employees (PCC 10410):

1. 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.
2. 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.

##### b) Former State Employees (PCC 10411):

1. 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.

2. 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. (PCC 10420)

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

#### 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)

#### 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.)

#### 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.

#### 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.

#### 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.

#### 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.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

**California County Rankings for Selected Drugs**

Opioid- and Amphetamine-Related Overdose Death Rates  
and Rankings for Selected Drugs (and Counts for All Opioids)  
by County -- California, 2017

**All Opioids (Rates)**

Rank	County	Rate
1	Modoc	23.58
2	Humboldt	21.03
3	Mendocino	19.34
4	Lake	17.02
5	Shasta	14.06
6	Lassen	13.91
7	Yuba	13.15
8	Del Norte	12.56
9	Siskiyou	9.97
10	Ventura	9.8
11	San Francisco	9.62
12	San Benito	9.47
13	Tuolumne	9.47
14	San Joaquin	9.18
15	Kern	8.45
16	San Diego	7.81
17	San Luis Obispo	7.77
18	Butte	7.57
19	Orange	7.5
20	Santa Barbara	7.48
21	Marin	6.59
22	Santa Cruz	6.59
23	Sonoma	5.99
24	Riverside	5.67
25	Mariposa	5.51
26	Nevada	5.5
27	California	5.22
28	Placer	4.79
29	San Mateo	4.75
30	Merced	4.67

Rank	County	Rate
31	Fresno	4.58
32	Imperial	4.57
33	Kings	4.52
34	Contra Costa	4.35
35	Trinity	4.34
36	Los Angeles	4.05
37	Madera	3.75
38	Sacramento	3.75
39	Stanislaus	3.39
40	Inyo	3.19
41	Santa Clara	3.19
42	Yolo	3.19
43	Napa	3.15
44	Amador	2.71
45	San Bernardino	2.65
46	Tulare	2.59
47	Solano	2.46
48	El Dorado	2.38
49	Sutter	2.05
50	Alameda	2.03
51	Plumas	2
52	Monterey	1.65
53	Calaveras	0.86
54	Alpine	0
55	Colusa	0
56	Glenn	0
57	Mono	0
58	Sierra	0
59	Tehama	0

**California County Rankings for Selected Drugs**

Opioid- and Amphetamine-Related Overdose Death Rates  
and Rankings for Selected Drugs (and Counts for All Opioids)  
by County -- California, 2017

**All Opioids (Counts)**

Rank	County	Count
1	California	2194
2	Los Angeles	447
3	San Diego	284
4	Orange	255
5	Riverside	140
6	San Francisco	99
7	Ventura	85
8	Kern	75
9	San Joaquin	69
10	Santa Clara	67
11	Sacramento	61
12	San Bernardino	57
13	Contra Costa	52
14	Fresno	47
15	San Mateo	40
16	Alameda	37
17	Santa Barbara	32
18	Sonoma	30
19	Humboldt	28
20	Shasta	24
21	San Luis Obispo	21
22	Placer	18
23	Santa Cruz	18
24	Stanislaus	18
25	Butte	17
26	Mendocino	17
27	Marin	15
28	Lake	13
29	Merced	13
30	Tulare	11

Rank	County	Count
31	Solano	10
32	Yuba	9
33	Imperial	8
34	Monterey	7
35	Yolo	7
36	Kings	6
37	Madera	6
38	Nevada	6
39	San Benito	6
40	El Dorado	5
41	Lassen	5
42	Tuolumne	5
43	Del Norte	4
44	Napa	4
45	Siskiyou	4
46	Modoc	3
47	Amador	2
48	Sutter	2
49	Calaveras	1
50	Inyo	1
51	Mariposa	1
52	Plumas	1
53	Trinity	1
54	Alpine	0
55	Colusa	0
56	Glenn	0
57	Mono	0
58	Sierra	0
59	Tehama	0



**California County Rankings for Selected Drugs**

Opioid- and Amphetamine-Related Overdose Death Rates  
and Rankings for Selected Drugs (and Counts for All Opioids)  
by County -- California, 2017

**Prescription Opioids without Synthetic (Rates)**

Rank	County	Rate
1	Modoc	23.58
2	Humboldt	14.96
3	Lassen	11.8
4	Mendocino	11.09
5	Shasta	8.96
6	Tuolumne	8.71
7	Del Norte	8.46
8	Lake	7.96
9	Yuba	7.63
10	San Joaquin	6.45
11	Siskiyou	6.44
12	Mariposa	5.51
13	San Francisco	5.27
14	Ventura	5.19
15	Butte	5.04
16	Kern	4.58
17	Trinity	4.34
18	Merced	4.29
19	Orange	4.29
20	San Diego	4.24
21	Kings	3.91
22	San Mateo	3.62
23	Nevada	3.28
24	Inyo	3.19
25	Fresno	3.15
26	Marin	3.1
27	Yolo	2.98
28	California	2.75
29	Madera	2.75
30	Amador	2.71

Rank	County	Rate
31	Placer	2.5
32	Contra Costa	2.19
33	Santa Barbara	2.17
34	Santa Cruz	2.15
35	Los Angeles	2.1
36	Sacramento	2.03
37	Plumas	2
38	San Luis Obispo	1.87
39	Sonoma	1.86
40	Santa Clara	1.8
41	Stanislaus	1.74
42	Solano	1.69
43	Riverside	1.64
44	San Benito	1.62
45	Sutter	1.26
46	El Dorado	1.18
47	Tulare	1.04
48	Alameda	1.02
49	San Bernardino	0.96
50	Calaveras	0.86
51	Monterey	0.45
52	Alpine	0
53	Colusa	0
54	Glenn	0
55	Imperial	0
56	Mono	0
57	Napa	0
58	Sierra	0
59	Tehama	0

**California County Rankings for Selected Drugs**

Opioid- and Amphetamine-Related Overdose Death Rates  
and Rankings for Selected Drugs (and Counts for All Opioids)  
by County -- California, 2017

**Heroin (Rates)**

Rank	County	Rate
1	Mendocino	7.8
2	Shasta	5.35
3	Humboldt	4.68
4	Lake	4.63
5	San Benito	4.6
6	Del Norte	4.1
7	Ventura	3.96
8	Santa Cruz	3.62
9	Sonoma	3.55
10	San Francisco	3.23
11	Napa	3.15
12	Yuba	3.08
13	Kern	2.95
14	Orange	2.78
15	Santa Barbara	2.61
16	Marin	2.51
17	Riverside	2.36
18	San Joaquin	2.3
19	Lassen	2.11
20	San Diego	1.93
21	Nevada	1.76
22	California	1.7
23	Los Angeles	1.57
24	Placer	1.46
25	Contra Costa	1.4
26	Sacramento	1.34
27	Butte	1.31
28	Santa Clara	1.21
29	San Bernardino	1.14
30	San Luis Obispo	0.96

Rank	County	Rate
31	Madera	0.88
32	Kings	0.86
33	Solano	0.76
34	Tuolumne	0.75
35	Stanislaus	0.55
36	Monterey	0.43
37	Merced	0.38
38	San Mateo	0.38
39	Alameda	0.36
40	El Dorado	0.29
41	Fresno	0.28
42	Tulare	0.27
43	Alpine	0
44	Amador	0
45	Calaveras	0
46	Colusa	0
47	Glenn	0
48	Imperial	0
49	Inyo	0
50	Mariposa	0
51	Modoc	0
52	Mono	0
53	Plumas	0
54	Sierra	0
55	Siskiyou	0
56	Sutter	0
57	Tehama	0
58	Trinity	0
59	Yolo	0

**California County Rankings for Selected Drugs**

Opioid- and Amphetamine-Related Overdose Death Rates  
and Rankings for Selected Drugs (and Counts for All Opioids)  
by County -- California, 2017

**Fentanyl (Rates)**

Rank	County	Rate
1	Lake	6.12
2	Siskiyou	3.53
3	San Benito	3.26
4	Ventura	2.92
5	Mendocino	2.87
6	Santa Barbara	2.11
7	San Diego	2.04
8	Yuba	1.94
9	San Francisco	1.64
10	Orange	1.43
11	Kern	1.41
12	Contra Costa	1.33
13	San Mateo	1.2
14	Riverside	1.17
15	Los Angeles	1.08
16	California	1.06
17	Marin	0.98
18	Sonoma	0.86
19	Humboldt	0.85
20	Stanislaus	0.72
21	Yolo	0.68
22	El Dorado	0.66
23	Santa Clara	0.66
24	Shasta	0.63
25	San Joaquin	0.62
26	Butte	0.61
27	San Bernardino	0.57
28	Sacramento	0.55
29	Santa Cruz	0.46
30	Nevada	0.45

Rank	County	Rate
31	Fresno	0.4
32	Alameda	0.32
33	Placer	0.32
34	Monterey	0.21
35	Alpine	0
36	Amador	0
37	Calaveras	0
38	Colusa	0
39	Del Norte	0
40	Glenn	0
41	Imperial	0
42	Inyo	0
43	Kings	0
44	Lassen	0
45	Madera	0
46	Mariposa	0
47	Merced	0
48	Modoc	0
49	Mono	0
50	Napa	0
51	Plumas	0
52	San Luis Obispo	0
53	Sierra	0
54	Solano	0
55	Sutter	0
56	Tehama	0
57	Trinity	0
58	Tulare	0
59	Tuolumne	0

**California County Rankings for Selected Drugs**

Opioid- and Amphetamine-Related Overdose Death Rates  
and Rankings for Selected Drugs (and Counts for All Opioids)  
by County -- California, 2017

**Amphetamines (Rates)**

Rank	County	Rate
1	Modoc	21.62
2	Lake	20.29
3	Humboldt	16.2
4	Yuba	15.7
5	Kern	13.91
6	Siskiyou	12.53
7	Del Norte	12.27
8	Inyo	12.07
9	Mendocino	10.71
10	San Joaquin	9.68
11	Mariposa	9.51
12	Tehama	9.45
13	Lassen	8.99
14	Shasta	8.45
15	Nevada	7.8
16	Tuolumne	7.74
17	Madera	7.37
18	San Francisco	7.22
19	Imperial	7.03
20	Fresno	6.83
21	Calaveras	6.69
22	Merced	6.33
23	Riverside	6.13
24	Yolo	6.01
25	Ventura	5.72
26	Sacramento	5.69
27	Santa Cruz	5.31
28	San Diego	5.22
29	Sonoma	4.92
30	Solano	4.89

Rank	County	Rate
31	California	4.58
32	San Benito	4.52
33	Butte	4.46
34	Marin	4.46
35	Napa	4.39
36	Sutter	4.14
37	Santa Barbara	4.01
38	Santa Clara	3.96
39	Orange	3.82
40	Amador	3.81
41	San Mateo	3.74
42	Stanislaus	3.72
43	Tulare	3.64
44	San Luis Obispo	3.57
45	Contra Costa	3.56
46	San Bernardino	3.5
47	Placer	3.36
48	Los Angeles	3.18
49	Monterey	3.09
50	Glenn	2.6
51	Kings	1.94
52	Alameda	1.7
53	El Dorado	0.45
54	Alpine	0
55	Colusa	0
56	Mono	0
57	Plumas	0
58	Sierra	0
59	Trinity	0

# RESOURCES FOR OPIOID PRESCRIBERS

## **CONSIDER ALL PAIN MANAGEMENT OPTIONS BEFORE STARTING PATIENTS ON OPIOIDS**

### [CDC – Clinical Tools for Pain Management](#)

Multiple resources including opioid prescribing guidelines for chronic pain, non-opioid treatment for pain, assessing benefits and harm, and calculating dosage.

### [Controlled Substance Utilization Review and Evaluation System \(CURES\)](#)

CURES was certified for statewide use by the Department of Justice on April 2, 2018. As a result, the mandate to consult CURES prior to prescribing, ordering, administering, or furnishing a Schedule II – IV controlled substance became effective on October 2, 2018. For an outstanding resource about what this means for prescribers, see the Medical Board of California's [CURES 2.0 information sheet](#).

### [Managing Chronic Non-Cancer Pain](#)

This opioid stewardship infographic provides an overview of interventions for chronic pain, standards for managing opioids when prescribed, and considerations when managing opioid use disorder.

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## **RECOGNIZE WHEN AND UNDERSTAND HOW TO TAPER PATIENTS ON OPIOIDS**

### [CDC – Pocket Guide: Tapering Opioids for Chronic Pain](#)

A reference tool for when and how to taper, and important considerations for safe and effective care, including individualizing tapering plans, and minimizing symptoms of opioid withdrawal.

### [Changing the Conversation about Tapering - AIM Article](#)

This article provides considerations to discuss with patients before starting long-term therapy or increasing dosages. Additionally, the article provides evidence that patients who work with clinicians to reduce or discontinue opioid use can expect improvements in pain, function, and quality of life.

### [American Society of Addiction Medicine \(ASAM\)](#)

Clinical resources and guidelines for identifying and treating patients with substance use disorders and addiction.

### [Applying CDC's Guideline for Prescribing Opioids](#)

An interactive online training series that aims to help healthcare providers apply CDC's recommendations in clinical settings through patient scenarios, videos, knowledge checks, tips, and resources. Each stand-alone module is self-paced and offers free continuing education credit.

### [No Shortcuts to Safer Opioid Prescribing – NEJM Article](#)

This article recognizes CDC's prescribing guidelines should be followed and used to develop policies and practices that are consistent with, and do not go beyond, their recommendations.

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# RESOURCES FOR OPIOID PRESCRIBERS

## **OFFER MEDICATION ASSISTED TREATMENT (MAT)**

### [SAMHSA – MAT Certification and Training Programs \(how to become X-Waivered\)](#)

This resource provides medication assisted treatment information and training resources for physicians, researchers, pharmacists, nurse practitioners, physician assistants, and patients.

### [The California Substance Use Line](#) – (844) 326-2626, open 24/7, every day

A free, 24/7 teleconsultation service for California physicians, nurses, and other clinicians with questions about substance use treatment. The line is open to any clinician in California and is a collaboration between the Clinician Consultation Center and the California Poison Control System.

### [DHCS – California MAT Expansion Project Resources](#)

The California MAT Expansion Project aims to increase access to MAT, reduce unmet treatment need, and reduce opioid overdose related deaths through the provision of prevention, treatment, and recovery activities. This webpage includes resources such as toolkits and video trainings.

### [UC Davis Health – Project ECHO](#)

(Extension for Community Health Care Outcomes) Aims to develop the capacity of primary care clinicians to safely and effectively manage chronic pain within their communities. A multidisciplinary team of specialists support participating primary care clinicians through weekly peer-to-peer video conferences.

### [SAMHSA – FREE MAT Treatment of Opioids Use Disorder Pocket Guide](#)

This guide is for physicians using medication assisted treatment for patients with opioid use disorder. It discusses various types of approved medications, screening and assessment tools, and best practices for patient care.

### [CHCF – MAT Webinar Training Series](#)

The California Society of Addiction Medicine (CSAM) produced these webinars on a range of topics from the practical (induction on buprenorphine) to the administrative (understanding the regulatory and legal environment), and offers continuing education credit.

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## **PROVIDE REFERRALS TO MAT AND ADDICTION RECOVERY PROGRAMS (LOCATOR TOOLS)**

### [DHCS – Treatment Services Locator](#)

A confidential and anonymous treatment facility locator for persons seeking treatment in California for substance use/addiction and/or mental health services.

### [CDPH – Directory of Syringe Services Programs in California](#)

A directory of syringe programs in California that provide clean syringes, needles, etc. These services help prevent the spread of infectious diseases including HIV, Hepatitis C, etc. and other helpful [Harm Reduction Resources](#).

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# RESOURCES FOR OPIOID PRESCRIBERS

## **LEARN ABOUT CALIFORNIA'S STRATEGIC, MULTI-PRONGED APPROACH**

### [California's Approach to the Opioid Epidemic](#)

The State of California, working in partnership with health care, academia, philanthropy, and at the community level, has taken a collective action approach and built a structure, anchored by the Statewide Opioid Safety (SOS) Workgroup, to track the epidemic and pivot policy and programmatic interventions to address the changing realities of addiction in the state. This site provides information about the SOS Workgroup, California's broad approach to address the epidemic, state and county level opioid-related data, and resources.

**Budget Detail**  
**01/01/20 – 08/31/22**

			Year (1) 01/01/20 - 08/31/20			Year (2) 09/01/20 - 08/31/21			Year (3) 09/01/21 - 08/31/22			
Personnel		Annual Salary										
Position Title	SOW Reference	Range	FTE	8 Months Salary	Budget	FTE	Annual Salary	Budget	FTE	Annual Salary	Budget	
Administrative Analyst, Sr	1, 2, 4	55,000-60,638	0.05	\$36,667	1,833	0.05	57,750	2,888	0.05	60,938	3,047	7,768
Public Health Education Specialist	1,	48,000-52,920	0.50	\$32,000	16,000	0.50	50,400	25,200	0.50	52,920	26,460	67,660
Total Salaries and Wages					17,833			28,088			29,507	75,428
Fringe Benefits				Percentage			Percentage			Percentage		
Fringe Benefits				40%	7,133		40%	11,235		40%	11,803	30,171
Total Personnel					14,967			39,323			41,310	105,599
Operating Expenses	Reference				Budget			Budget			Budget	
General Office Expenses	All				800			1,000			1,000	2,800
Supplies	All				300			355			355	1,010
Travel	3, 4, 7				146			300			300	746
Training	1, 2, 7				600			300			0	900
Program Materials	2, 3, 4				1,000			1,693			1,506	4,199
Website Management	All				2,000			600			600	3,200
Total Operating Expenses					4,846			4,248			3,761	12,855
Subcontractors	SOW Reference				Budget			Budget			Budget	
Epidemiologist	1, 3, 6,				6,000			9,000			7,500	22,500
												0
												0
Total Subcontractors					6,000			9,000			7,500	22,500
Total Indirect Costs				Percentage	Budget		Percentage	Budget		Percentage	Budget	
Total Indirect Costs				25.0%	4,687		25%	6,429		25%	6,429	17,545
Total Costs					40,500			59,000			59,000	158,500





**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
County Indirect Rates to be applied to Contracts**

**2019/20 Indirect Cost Rate Applied**

<b>County/City</b>	<b>Total Personnel Cost</b>	<b>Total Allowable Direct Cost</b>	<b>Cognizant Rate</b>	<b>2019/20 Notes</b>
Alameda County		14.920%	N/A	
Alpine County		15.000%	N/A	Submitted ICR was above cap
Amador County	25.000%		N/A	Submitted ICR was above cap
Berkeley, City of	10.000%		N/A	LHD did not submit ICR this year
Butte County	25.000%		N/A	Submitted ICR was above cap
Calaveras County	25.000%		N/A	Submitted ICR was above cap
Colusa County	25.000%		N/A	Submitted ICR was above cap
Contra Costa	14.350%		N/A	
Del Norte County	25.000%		N/A	Submitted ICR was above cap
El Dorado County	25.000%		N/A	Submitted ICR was above cap
Fresno County	25.000%		N/A	Submitted ICR was above cap
Glenn County	22.540%		N/A	
Humboldt County	25.000%		N/A	Submitted ICR was above cap
Imperial County	25.000%		N/A	Submitted ICR was above cap
Inyo County	25.000%		N/A	Submitted ICR was above cap
Kern County	25.000%		N/A	Submitted ICR was above cap
Kings County	25.000%		N/A	Submitted ICR was above cap
Lake County	24.960%		N/A	
Lassen County	25.000%		N/A	Submitted ICR was above cap
Long Beach, City of	21.110%		N/A	
Los Angeles County	21.310%		N/A	
Madera County	25.000%		N/A	Submitted ICR was above cap
Marin County	25.000%		N/A	Submitted ICR was above cap
Mariposa County	25.000%		N/A	Submitted ICR was above cap
Mendocino County	25.000%		N/A	Submitted ICR was above cap
Merced County	25.000%		N/A	Submitted ICR was above cap
Modoc County	23.870%		N/A	



**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**  
**County Indirect Rates to be applied to Contracts**

**2019/20 Indirect Cost Rate Applied**

<b>County/City</b>	<b>Total Personnel Cost</b>	<b>Total Allowable Direct Cost</b>	<b>Cognizant Rate</b>	<b>2019/20 Notes</b>
Mono County	25.000%		N/A	Submitted ICR was above cap
Monterey County	25.000%		N/A	Submitted ICR was above cap
Napa County	25.000%		N/A	Submitted ICR was above cap
Nevada County	25.000%		N/A	Submitted ICR was above cap
Orange County	20.300%		N/A	
Pasadena, City of	21.610%		N/A	
Placer County	25.000%		N/A	Submitted ICR was above cap
Plumas County	25.000%		N/A	Submitted ICR was above cap
Riverside County	25.000%		N/A	Submitted ICR was above cap
Sacramento County	13.010%		N/A	
San Benito County	25.000%		N/A	Submitted ICR was above cap
San Bernardino County	14.940%		N/A	
San Diego County	25.000%		N/A	Submitted ICR was above cap
San Francisco	25.000%		N/A	Submitted ICR was above cap
San Joaquin County	25.000%		N/A	Submitted ICR was above cap
San Luis Obispo County	25.000%		N/A	Submitted ICR was above cap
San Mateo County	25.000%		N/A	Submitted ICR was above cap
Santa Barbara County	22.180%		N/A	
Santa Clara County	25.000%		N/A	Submitted ICR was above cap
Santa Cruz County	21.130%		N/A	
Shasta County	25.000%		N/A	Submitted ICR was above cap
Sierra County	25.000%		N/A	Submitted ICR was above cap
Siskiyou County	24.390%		N/A	
Solano County	No data	15.000%	N/A	Submitted ICR was above cap
Sonoma County	22.420%		N/A	
Stanislaus County	25.000%		N/A	Submitted ICR was above cap
Sutter County	25.000%		N/A	Submitted ICR was above cap



**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
County Indirect Rates to be applied to Contracts**

**2019/20 Indirect Cost Rate Applied**

<b>County/City</b>	<b>Total Personnel Cost</b>	<b>Total Allowable Direct Cost</b>	<b>Cognizant Rate</b>	<b>2019/20 Notes</b>
Tehama County	25.000%		N/A	Submitted ICR was above cap
Trinity County	25.000%		N/A	Submitted ICR was above cap
Tulare County	13.620%		N/A	
Tuolumne County	25.000%		N/A	Submitted ICR was above cap
Ventura County	15.860%		N/A	
Yolo County	25.000%		N/A	Submitted ICR was above cap
Yuba County	25.000%		N/A	Submitted ICR was above cap

**Exhibit D**  
**Travel Reimbursement Information**  
*(Lodging and Per Diem Reimbursement Effective 01/01/19)*

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt\*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts\*):

<b>Travel Location / Area</b>	<b>Reimbursement Rate</b>
Statewide (excluding the counties identified below)	\$ 90.00 plus tax
Counties of Napa, Riverside and Sacramento	\$ 95.00 plus tax
Counties of Los Angeles, Orange and Ventura counties, and Edwards AFB, excluding the City of Santa Monica	\$120.00 plus tax
Counties of Monterey and San Diego,	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
Counties of San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

\*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

<b>Meal / Expense</b>	<b>Reimbursement Rate</b>
Breakfast	\$ 7.00
Lunch	\$ 11.00
Dinner	\$ 23.00
Incidental expenses	\$ 5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
  - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.
- At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
  4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **58 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
  5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
  6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

#### Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may <b>not</b> claim lunch or incidentals on one-day trips. When trips are <b>less than 24 hours</b> and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
Contractor may <b>not</b> claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.		



SUSAN FANELLI  
Acting Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

September 27, 2019

TO: Prospective Local Opioid Safety Coalition Applicants

SUBJECT: Request for Applications (RFA) for Local Opioid Safety Coalitions

TITLE: ADDENDUM 1

The purpose of this letter is to announce changes to the California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB), Request for Applications (RFA) 19-10499, California Opioid Safety Coalitions.

This addendum removes the budgetary requirement on page 16 of the RFA pertaining to Part 2. *Required Application Components*, paragraph H. *Budget Narrative*, section d. *Consultant Services/Subcontractors*. Effective immediately, there is no longer a limit to the percentage of funds that may be paid to awardees' consultant(s)/subcontractor(s). See updated RFA language here:

**“Consultant Services/Subcontractors –** ~~Amounts paid to consultants/subcontractors cannot exceed more than 50% of the awardee's total budget per year. CDPH will approve consultants/subcontractors on a case-by-case basis.~~ This grant is not intended to be a pass-through of services. The bulk of the objective activities should be performed within the organization. Applicants planning to use consultants or subcontractors in the performance of the work must identify each proposed consultant/subcontractor, if known, at the time of application submission; each known consultant's/subcontractor's expertise; and describe the responsibilities to be assigned to each consultant/subcontractor...”

Addendum 1 will be posted on the [RFA Webpage](#).

If you have any questions regarding these changes, please email [PDOP@cdph.ca.gov](mailto:PDOP@cdph.ca.gov).



**SUSAN FANELLI**  
*Acting Director*

State of California—Health and Human Services Agency  
**California Department of Public Health**



**GAVIN NEWSOM**  
*Governor*

We look forward to receiving your application.

Sincerely,

A handwritten signature in cursive script that reads "Stacy Alamo Mixson".

Stacy Alamo Mixson, MPH  
Chief, Injury and Violence Prevention Branch  
California Department of Public Health



SUSAN FANELLI  
Acting Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

October 8, 2019

TO: Prospective Local Opioid Safety Coalition Applicants

SUBJECT: Request for Applications (RFA) for Local Opioid Safety Coalitions

TITLE: ADDENDUM 2: Extended Application Due Date

The purpose of this letter is to announce changes to the California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB), Request for Applications (RFA) 19-10499, California Opioid Safety Coalitions.

CDPH is aware of PG&E's potential Public Safety Power Shutoff event for California counties due to inclement weather, and recognizes this may present challenges for applicants to submit applications by 11:59 p.m. PST on Thursday, October 10, as stated in the RFA.

**Therefore, this addendum changes the application due date on page 8 of the RFA pertaining to Part 1. *Funding Opportunity Description*, paragraph F. *Tentative RFA Time Schedule*, and on page 21 pertaining to Part 2. *Application Requirements and Submission*, paragraph D. *Submission of Application*.**

**Effective immediately, all applications are due electronically by 5:00 p.m. PST on Tuesday, October 15, 2019.**

*Note: If your application is already completed, feel free to submit it early.*

Addendum 2 will be posted on the [RFA Webpage](#).

If you have any questions regarding these changes, please email [PDOP@cdph.ca.gov](mailto:PDOP@cdph.ca.gov).





**SUSAN FANELLI**  
*Acting Director*

State of California—Health and Human Services Agency  
**California Department of Public Health**



**GAVIN NEWSOM**  
*Governor*

We look forward to receiving your application.

Sincerely,

A handwritten signature in cursive script that reads "Stacy Alamo Mixson".

Stacy Alamo Mixson, MPH  
Chief, Injury and Violence Prevention Branch  
California Department of Public Health



SONIA Y. ANGELL, MD, MPH  
State Public Health Officer & Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

October 22, 2019

TO: Prospective Local Opioid Safety Coalition Applicants

SUBJECT: Request for Applications (RFA) for Local Opioid Safety Coalitions

TITLE: [ADDENDUM 3: Revised RFA Time Schedule](#)

The purpose of this letter is to announce changes to the California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB), Request for Applications (RFA) 19-10499, California Opioid Safety Coalitions.

This addendum revises the dates on page 8 of the RFA, pertaining to Part 1. *Funding Opportunity Description*, paragraph F. *Tentative RFA Time Schedule*:

Event	Date	Time (PST)
RFA Release Date	September 9, 2019	--
RFA Informational Webinar	September 23, 2019	2:30 p.m.
Application Due Date (revised in Addendum 2)	October 15, 2019	5:00 p.m.
<b>Intent to Award Notification</b>	<b>November 1, 2019</b>	<b>--</b>
<b>Appeal Deadline</b>	<b>November 18, 2019</b>	<b>5:00 p.m.</b>
<b>Final Grant Award Announcement</b>	<b>November 22, 2019</b>	<b>--</b>
Proposed Grant Start Date	January 1, 2020	--
Proposed Grant End Date	August 31, 2022	--

If you have any questions regarding these changes, please email [PDOP@cdph.ca.gov](mailto:PDOP@cdph.ca.gov).

Sincerely,

Stacy Alamo Mixson, MPH  
Chief, Injury and Violence Prevention Branch  
California Department of Public Health

## EXHIBIT C

### STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Scope of Work (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
  - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
  - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
  - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

**17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**18. VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

**19. STATE-FUNDED RESEARCH GRANTS:**

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
  - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
  - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
  - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit E  
Additional Provisions

**1. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
  - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
  - 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit E  
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

**2. Avoidance of Conflicts of Interest by Grantee**

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
  - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

**3. Dispute Resolution Process**



Exhibit E  
Additional Provisions

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**Exhibit F**  
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirements
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

## 1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

## 2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### **3. Debarment and Suspension Certification**

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

#### **4. Covenant Against Contingent Fees**

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### **5. Air or Water Pollution Requirements**

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

#### **6. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

##### **a. Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
  - (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**7. Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

**8. Human Subjects Use Requirements**

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200, *et seq.*, 2 CFR 400, *et seq.*, and 45 CFR, 75, *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## 10. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.



- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
  - f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
  - g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

## **11. Federal Requirements**

Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

## Attachment 1

**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Grantee

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Printed Name of Person Signing for Grantee

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Contract / Grant Number

---

Signature of Person Signing for Grantee

---

Date

---

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health  
Program  
P.O. Box 997377, MS XXX  
Sacramento, CA 95899-XXXX

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

## Attachment 2

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report _____.
4. Name and Address of Reporting Entity:  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:  Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:   Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description:  CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known:  \$	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.