



AGENDA ITEM NO.
C-13

COUNTY OF HUMBOLDT

For the meeting of: September 5, 2017

Date: June 20, 2017

To: Board of Supervisors

From: Connie Beck, Director *MS for Connie Beck*
Department of Health and Human Services – Public Health

Subject: Grant agreement with California Department of Public Health (CDPH) for the California Safe and Active Communities Program Naloxone Distribution Project

RECOMMENDATION(S):
That the Board of Supervisors:

1. Approve the California Safe and Active Communities Program Naloxone Distribution Project grant in the amount of \$26,880 for the period of June 1, 2017 through June 30, 2019;
2. Authorize the Director of Public Health or designee to sign four (4) original signature pages of the agreement and certifications;
3. Authorize the Director of Public Health or designee to approve all future amendments to the grant agreement and documents directly related to those agreements, that do not require matching funds from the county, with County Counsel and Risk Management review and approval.

SOURCE OF FUNDING:
Public Health Funds

Prepared by <u>Karen Baker, Administrative Analyst</u>	CAO Approval <u><i>[Signature]</i></u>
REVIEW:	
Auditor <u>County Counsel</u>	Human Resources <u><i>[Signature]</i></u> Other _____
TYPE OF ITEM:	BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
<input checked="" type="checkbox"/> Consent	Upon motion of Supervisor <u><i>Sundberg</i></u> Seconded by Supervisor <u><i>Fennell</i></u>
<input type="checkbox"/> Departmental	Ayes <u><i>Sundberg, Fennell, Bass, Bohm, Wilson</i></u>
<input type="checkbox"/> Public Hearing	Nays _____
<input type="checkbox"/> Other _____	Abstain _____
PREVIOUS ACTION/REFERRAL:	Absent _____
Board Order No. <u>C-9</u>	and carried by those members present, the Board hereby approves the recommended action contained in this Board report.
Meeting of: <u>6/9/15</u>	Dated: <u>Sep. 5, 2017</u>
	By: <u><i>[Signature]</i></u> Kathy Hayes, Clerk of the Board

DISCUSSION:

Opioid overdose is a national epidemic, according to the Centers for Disease Control and Prevention (CDC). Drug overdose/poisoning is now the leading cause of unintentional injury death, exceeding the number of deaths from motor vehicle accidents every year since 2009. The majority of drug overdose deaths (more than six out of ten) involve an opioid. Over the past 17 years the number of overdose deaths involving opioids (prescription painkillers and heroin) quadrupled in the U.S., and more than half a million people died. An average of 91 Americans die every day from an opioid overdose and the number continues to increase. In California, 1,925 people died from opioid overdose in 2016, twenty-six of these were in Humboldt County.

Naloxone (also known by the name brand Narcan®) is a prescription drug that can reverse the effects of both prescription opioids and heroin, and can be life-saving if administered in time. Naloxone is currently a prescription drug, but is not a controlled substance; it has few known adverse effects, no potential for abuse, and can be rapidly administered through intramuscular injection or nasal spray. Expanding access and use of naloxone, is one of the CDC's recommended strategies to combat this epidemic. Since 1996, an increasing number of programs provide laypersons with training and kits containing the opioid antagonist naloxone to reverse the potentially fatal respiratory depression caused by heroin and other opioids. In July 2014, the Harm Reduction Coalition (HRC), a national advocacy and capacity-building organization, surveyed 140 managers of organizations in the United States known to provide naloxone kits to laypersons. Managers at 136 organizations completed the survey, reporting on the amount of naloxone distributed, overdose reversals by bystanders, and other program data for 644 sites that were providing naloxone kits to laypersons. From 1996 through June 2014, surveyed organizations provided naloxone kits to 152,283 laypersons and received reports of 26,463 overdose reversals. Providing opioid overdose training and naloxone kits to laypersons who might witness an opioid overdose can help reduce opioid overdose mortality.

California Senate Bill 833 established a new Naloxone Grant Program within the CDPH California Safe and Active Communities Program. Through this grant, the Healthy Communities division of Public Health will receive nasal Narcan kits to supply existing naloxone distribution systems within the county. Recipient amounts were chosen based on a statewide epidemiological analysis of data and need. The desired outcome of carrying out grant activities will be to reduce the number of deaths associated with overdose by increasing access to the life-saving drug naloxone. The project will increase access and prioritize distribution to disparate populations and those that serve these populations. The project will also expand the capacity of the existing community base by providing technical assistance, training and data tracking resources to monitor and report the level of program impact over time.

This item is coming to your Board after the agreement effective date because it was not issued by the state until June 19, 2017.

FINANCIAL IMPACT:

Approval of the attached agreement with CDPH will allow the Department of Health and Human Services-Public Health to receive a maximum of \$26,880 in naloxone for the period of June 1, 2017 to June 30, 2019. CDPH will bulk purchase naloxone nasal spray from the manufacturer for all Local Health Departments (LHD's) participating in the program. Bulk purchasing at the state level will guarantee lower purchase prices and reduce the administrative burden to LHD's. As the grant agreement is solely for the receipt of supplies, there will be no impact to the budget or General Fund for fiscal year (FY) 2017-18 or FY 2018-19.

This agreement supports the Board's Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

If the Board chooses not to approve the recommendations, it will result in a loss of both funding and services to the county.

ATTACHMENTS:

Attachment #1: One (1) original of State agreement 16-11020 and certifications.

**SAFE AND ACTIVE COMMUNITIES BRANCH
NALOXONE DISTRIBUTION GRANT PROGRAM**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Humboldt, hereinafter “Grantee”

Implementing the project, “NALOXONE DISTRIBUTION,” hereinafter “Project”

GRANT AGREEMENT NUMBER 16-11020

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, Section 1179.80.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to reduce the rate of fatal overdose from opioid drugs including heroin and prescription opioids as specified in Exhibit A, Grant Application, which is hereby incorporated to serve as the Project.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$26,880 dollars (\$26,880).

TERM OF GRANT: The term of the Grant shall begin on June 1, 2017, or upon approval of this grant, and terminates on June 30, 2019. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2019.

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

California Department of Public Health	County of Humboldt
Stacy Alamo Mixson, MPH	Michael Weiss
PO Box 997377, MS 7214	908 7th St.
Sacramento, CA 95899-7377	Eureka, 95501
Phone: 916.552.9852	Phone: 707-441-5074
Fax: 916.552.9810	Fax: 707-268-0415
E-mail: Stacy.Alamo@cdph.ca.gov	E-mail: mweiss@co.humboldt.ca.us

Direct all inquiries to:

California Department of Public Health, Safe and Active Communities Branch	County of Humboldt
Attention: Nancy Bagnato, MPH	Attention: Karen Baker
PO Box 997377, MS 7214	908 7th St.
Sacramento, CA 95899-7377	Eureka 95501
Phone: 916.552.9846	Phone : 707-441-5575
Fax: 916.552.9810	FAX : 707-268-0415
E-mail: Nancy.Bagnato@cdph.ca.gov	E-mail :kbaker@co.humboldt.ca.us

Either party may change its Project Representative upon written notice to the other party.

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

- Exhibit A GRANT APPLICATION (The Grant Application provides the description of the project and associated cost)
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR APPLICATIONS
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS

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: _____

Michelle Stephens, Public Health Director
County of Humboldt
908 7th St.
Eureka, CA 95501

Date: _____

Angela Salas, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

CDPH Naloxone Grant Program Application

Response ID:34 Data

1. Naloxone Distribution Projects

California Department of Public Health
Safe and Active Communities Branch
Naloxone Grant Program

**REQUEST FOR APPLICATIONS (RFA #16-10967):
Naloxone Distribution Projects**

Application

Please complete and submit this application for the Naloxone Grant Program as soon as possible, but no later than May 1, 2017 in order to initiate the development of a grant agreement with CDPH.

Please send questions by April 17, 2017 to ngp@cdph.ca.gov.

Please provide the following information:

1. Local Health Department

County of Humboldt

2. Health Officer Information

Name : Donald Baird
Phone Number : 707-268-2181
E-mail Address : dbaird@co.humboldt.ca.us

3. Name of Grantee (Legal Business Name)

County of Humboldt

4. Principal Investigator (PI) Information

Name : Michael Weiss
Address 1 : 908 7th St
City, Zip : Eureka, 95501
Phone : 707-441-5074
FAX : 707-268-0415
E-mail : mweiss@co.humboldt.ca.us

New Analysis Question

5. Person to Direct Inquiries to:

Name : Karen Baker
Address 1 : 908 7th St
City, Zip : Eureka, 95501
Phone : 707-441-5575
FAX : 707-268-0415
E-mail : kbaker@co.humboldt.ca.us

6. Person Authorized to Sign the Final Grant Agreement on Behalf of Your Agency

Name : Michelle Stephens
Title : Public Health Director

7. Your Organization's DEA Number

AB7249659

8. Address associated with your DEA Number (This address will be used for shipment of naloxone product.)

Address 1 : 529 I St
City, Zip : Eureka, 95501

2. Naloxone Distribution Projects

Please refer to the Naloxone Grant Program Local Health Department Allocation Chart included as Attachment A in the Naloxone Grant Program Request for Applications (RFA) to determine the amount of grant product and funding being offered to your organization.

The allocation available for administrative costs, if accepted, may be used to cover costs of conducting outreach and assessment of local entities, receipt and distribution of naloxone products, reporting, or other activities related to the grant implementation. However, LHDs may elect to opt out of receiving the administrative allocation and instead apply that dollar amount to the purchase of additional naloxone product.

9. Funding amount you are requesting for the purchase of naloxone product (Narcan nasal spray)

\$26,880

10. Funding amount you are requesting for administrative costs

\$0

11. How would you like to have your allocation of naloxone product delivered to you (at no cost)?

All in one shipment

12. Understanding that you may need to conduct further outreach to identify those local entities that are ready and qualified to distribute/administer naloxone, who do you see as potential recipients *at this time*?

Harm Reduction Centers/Syringe Exchange Programs
Substance use Disorder Treatment Services
Homeless Shelter Programs
Law Enforcement

***In your distribution plan, due to CDPH/SACB 60 days after the grant agreement is executed, you will list the names and types of local entities you select to receive the naloxone product.**

3. Naloxone Distribution Projects

Syringe exchange/harm reduction programs that have established naloxone distribution systems in place (as defined in the RFA) are a priority for the distribution of naloxone due to the high risk population that accesses these services.

13. Do you have a syringe exchange/harm reduction program in your jurisdiction?

YES

14. If YES, do you anticipate any challenges in working with the syringe exchange/harm reduction program in the distribution of naloxone?

NO

If YES, please describe:

15. At this time, do you anticipate any challenges to implementing any of the activities required by the grant?

No

If YES, please describe:

4. Naloxone Distribution Projects

By submitting this application, your organization is agreeing to:

1. Conduct outreach to identify local entities within their health jurisdiction that already have a naloxone distribution system in place and have the capacity to efficiently and effectively provide naloxone and training to first responders (as described in section C, number 2 in this RFA).^{*} Local entities may include harm reduction/syringe exchange programs, substance use disorder treatment providers, homeless programs, jails, emergency services providers, law enforcement, and others.

^{*}If a LHD identifies the need to establish a new naloxone distribution system(s) in their jurisdiction, the LHD must ensure that any new naloxone distribution system meets the definition provided in section C, number 3 in this RFA prior to distributing naloxone.

2. Select local entities to receive naloxone based on the level of risk of overdose among the population(s) they serve and need for naloxone (Narcan) product.

Priority consideration is to be given to harm reduction/syringe exchange programs, if present within the health jurisdiction. (A list of California harm reduction/syringe exchange programs that currently have a naloxone distribution system in place is included as Attachment B).

3. Submit a naloxone distribution plan to CDPH/SACB for approval by June 16, 2017, or within 60 days of receiving CDPH final approval of the grant agreement. The plan will be submitted on-line and must include the names of selected local entities, the type(s) of services they provide, a description of the target population(s) they serve, and the number of naloxone product they will receive. CDPH will provide a standardized distribution plan template.

4. Begin distributing naloxone product to selected local entities by July 16, 2017, or within 90 days of receiving CDPH final approval of the grant agreement. All naloxone must be distributed to selected local entities by September 30, 2018.

5. Document and submit a final report to CDPH/SACB by April 1, 2019, on the distribution of naloxone for accountability and evaluation purposes.

6. Enter into a Standard Grant Agreement with CDPH. Attachment C includes a grant agreement template, Budget Detail and Payment Provisions, Standard Grant Conditions, and Additional Provisions.

Thank you!

Please hit the SUBMIT button.

5. Thank You!

Please submit any questions to ngp@cdph.ca.gov.

Confirmation Email

Apr 18, 2017 11:56:39 Success: Email Sent to: NGP@cdph.ca.gov

Confirmation Email

Apr 18, 2017 11:56:39 Success: Email Sent to: kbaker@co.humboldt.ca.us

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon final approval of the Grant Agreement, and upon receipt and approval of an invoice, the State agrees to reimburse the Grantee for the specified Administrative Allocation amount in accordance with the costs specified herein.
- B. The invoice shall include the Grant Number and shall be submitted in triplicate upon final approval of the Grant Agreement:

Nancy Bagnato, MPH
California Department of Public Health
Safe and Active Communities Branch
PO Box 997377, MS 7214
Sacramento, CA 95899-7377

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If the invoice is not on produced letterhead, the invoice 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 shall not exceed:
 - 1) \$26,880 for Narcan Products for the budget period of 06/01/17 through 06/30/19.
 - 2) \$0 for Administrative Costs for the budget period of 06/01/17 through 06/30/19.

Exhibit B
Budget Detail and Payment Provisions

- B. Payment allocations shall be made in accordance with the amounts listed in Paragraph 4.A., above. Pursuant to the Budget Act of 2016, this is one-time funding available for expenditure through June 30, 2019. The Grantee will only receive reimbursement for Administrative Costs, if requested. The Grantee will receive direct distribution of Narcan Products in the amount stated and no invoicing will be required.

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.

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 Grant Application (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.



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

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



EDMUND G. BROWN JR.
Governor

March 27, 2017

TO: POTENTIAL LOCAL HEALTH DEPARTMENT APPLICANTS
SUBJECT: RELEASE OF REQUEST FOR APPLICATIONS
NALOXONE DISTRIBUTION PROJECTS

The California Department of Public Health (CDPH), Safe and Active Communities Branch (SACB) is pleased to announce the release of a Request for Applications (RFA) for Naloxone Distribution Projects.

Through this non-competitive RFA process, CDPH/SACB is offering grants of naloxone product (Narcan nasal spray) and funding for project administration to local health departments (LHDs) in all 61 California health jurisdictions to conduct **Naloxone Distribution Projects**. LHDs will provide Narcan to local entities within their jurisdictions that have naloxone distribution systems. The term of the grant award is June 1, 2017 to June 30, 2019.

Two (repeating) informational webinars will be held for eligible applicants. **Participation in one of these webinars is mandatory.** The webinars are scheduled for:

Monday, April 3, 2017: 1:00 pm – 2:00 pm

To register for this session go to <https://cdph.webex.com/cdph-en/k2/j.php?MTID=t33dfebb403abd78bd2e954c947af5015>

Tuesday, April 4, 2017: 10:00 am – 11:00 am

To register for this session go to <https://cdph.webex.com/cdph-en/k2/j.php?MTID=tc801f8d752d4385ed72b3f38a3b52e85>

Submit any questions you would like addressed during the webinar(s) to ngp@cdph.ca.gov by March 31, 2017.

Please see the RFA for additional requirements, timelines, and instructions.

Sincerely,

Stacy Alamo Mixson, MPH
Chief, Safe and Active Communities Branch
California Department of Public Health

California Department of Public Health
Safe and Active Communities Branch
Naloxone Grant Program

REQUEST FOR APPLICATIONS (RFA #16-10967):
Naloxone Distribution Projects

A. Introduction

Senate Bill (SB) 833 (Chapter 30, Statutes of 2016) established a new Naloxone Grant Program within the California Department of Public Health (CDPH) with the goal of reducing the number of fatal overdoses in California from opioid drugs, including prescription opioids and heroin, by increasing access to the life-saving drug naloxone. A total of \$3 million was allocated on a one-time basis to support this program.

B. Purpose of RFA

Through this non-competitive Request for Application (RFA) process, the CDPH Safe and Active Communities Branch (SACB) is offering grants of naloxone product (Narcan nasal spray) and funding to all 61 local health departments (LHDs) to conduct **Naloxone Distribution Projects**. LHDs will provide naloxone product to local programs, agencies and community-based organizations (local entities) within their jurisdictions that have naloxone distribution systems and are in the best position to save lives from opioid overdose.

C. Background

In 2015, with funding from the Centers for Disease Control and Prevention (CDC), SACB initiated the California Prescription Drug Overdose Prevention Initiative to promote a multi-faceted statewide response involving many partners and a variety of strategies (www.cdph.ca.gov/programs/SACB/Pages/PrescriptionDrugOverdoseProgram.aspx). Initiative staff also provide support to the CDPH Director's Prescription Opioid Misuse and Overdose Prevention Workgroup and partners with the California Healthcare Foundation to fund local opioid safety coalitions that promote safe prescribing, use of naloxone, and expansion of medically assisted treatment options. The California Opioid Overdose Surveillance Dashboard (https://pdop.shinyapps.io/ODdash_v1/), developed by SACB research scientists, displays data demonstrating the severity of the problem. The Naloxone Grant Program will further strengthen California's public health response to opiate overdose.

1. **Drug overdose** (poisoning) is the leading cause of unintentional injury death in the United States, causing more deaths than motor vehicle crashes. Opioids – both prescription painkillers and heroin – are responsible for most of those deaths. The number of Californians affected by prescription and non-prescription opioid misuse and overdose is substantial, with rates varying significantly across counties, and even within counties.

2. **Naloxone** is a medication that works almost immediately to reverse opiate overdose. Naloxone is currently a prescription drug, but is not a controlled substance. It has few known adverse effects, no potential for abuse, and can be rapidly administered through intramuscular injection or nasal spray. While most professional first responders and emergency departments are equipped with naloxone, emergency service providers may not arrive in time to revive overdose victims. Trained and equipped bystanders such as friends, family, and other non-health care providers and drug users themselves can effectively respond and reverse an opioid overdose. Given the success of bystander naloxone programs, the CDC and the World Health Organization have recommended expanding the availability of naloxone to lay people.
3. **Naloxone Distribution Systems:** 1) work under a standing order from a licensed clinician/medical director; 2) have staff that are trained (or are trained to provide education to others) on naloxone storage and administration, overdose prevention techniques, how to recognize an opioid overdose (signs and symptoms), how to respond by calling 911 and provide rescue breathing, and post-overdose care; 3) dispense naloxone products; and 4) document distribution efforts.
4. **Laws** are currently in place that support making naloxone more readily available. For example, California Civil Code Section 1714.22 (Statutes of 2013, Chapter 707, Section 1) eliminates civil and criminal liability for: 1) licensed health care providers that prescribe naloxone and issue standing orders for the distribution of naloxone, and 2) individuals, who have received supply of naloxone and had the required training, who administer naloxone to someone suspected of experiencing an overdose. This law took effect on January 1, 2014.

D. Term of Grant Award

The term of the grant award is June 1, 2017, (or upon final Grant Agreement approval by CDPH) to June 30, 2019.

E. Applicant Eligibility

Governmental health departments in all 61 California local health jurisdictions are eligible and encouraged to apply to the Naloxone Grant Program.

F. Product and Funding Allocation

The Naloxone Grant Program is offering funding amounts allocated for naloxone product and project administrative costs to every health jurisdiction in California based on a formula developed to maximize the potential for saving lives. The formula addresses the need for naloxone using data from each county to calculate an average number of opioid-involved (including heroin) overdose deaths and emergency department visits for each of the last three years. The formula utilizes information on effective naloxone distribution and overdose reversals from a CDC report (www.cdc.gov/mmwr/preview/mmwrhtml/mm6106a1.htm) to determine a kit-to-save ratio, which translates to approximately four kits distributed for each life saved. The

three-year average of deaths and emergency department visits for each county is then multiplied by four to determine the estimated number of kits to be distributed for each county. The cost of the naloxone product and a base minimum number of kits for each county are factored into the calculation.

A Naloxone Grant Program Local Health Department Allocations Chart, which lists the amounts available to each LHD for the purchase of naloxone (Narcan nasal spray) and for project administration, is provided as Attachment A.

LHDs that receive a grant from the Naloxone Grant Program will not purchase the naloxone product. In order to obtain the best purchase price, expedite the delivery of naloxone product, and avoid additional administrative burden on LHDs, CDPH/SACB will procure a bulk purchase of Narcan nasal spray from the manufacturer ADAPT Pharma (at a price of \$75 per carton of two doses), and the manufacturer will ship the product (at no additional cost) directly to each grantee. Grantees can choose to have the naloxone product delivered all in one shipment or split their allocation in half and receive a second shipment in June, 2018.

The funding offered to each LHD for project administration, if accepted, may be used to cover costs of: conducting outreach and assessment of local entities; receipt, storage, and distribution of naloxone product; reporting; and other activities related to project implementation. If accepting the allocation for administrative costs, LHDs will submit a single invoice for reimbursement of the amount to CDPH/SACB upon final CDPH approval of the Grant Agreement in accordance with Exhibit B, Budget Detail and Payment Provisions (included in Attachment B).

LHDs may elect to opt out of receiving the project administration allocation and instead apply that dollar amount to the purchase of additional naloxone product.

G. Grant Requirements

Naloxone Grant Program grantees are required to:

1. **Conduct outreach** to identify local entities within their health jurisdiction that already have a naloxone distribution system in place and have the capacity to efficiently and effectively provide naloxone and training to first responders (as described in section C, number 3 in this RFA). * Local entities may include harm reduction/syringe exchange programs, substance use disorder treatment providers, homeless programs, jails, emergency services providers, law enforcement, and others.

* If a LHD identifies the need to establish a new naloxone distribution system(s) in their jurisdiction, the LHD must ensure that any new naloxone distribution system meets the definition provided in section C, number 3 in this RFA prior to distributing naloxone.

2. **Select local entities** to receive naloxone based on the level of risk of overdose among the population(s) they serve and need for naloxone (Narcan) product.

Priority consideration is to be given to harm reduction/syringe exchange programs, if present within the health jurisdiction. (A list of California harm reduction/syringe exchange programs that currently have a naloxone distribution system in place is included as Attachment C.)

3. **Submit a naloxone distribution plan** to CDPH/SACB for approval by June 16, 2017, or within 60 days of receiving CDPH final approval of the Grant Agreement. The plan will be submitted on-line and must include the names of selected local entities, the type(s) of services they provide, a description of the target population(s) they serve, and the number of naloxone product they will receive. CDPH will provide a standardized distribution plan template.
4. **Begin distributing naloxone** product to selected local entities by July 16, 2017, or within 90 days of receiving CDPH final approval of the Grant Agreement. All naloxone must be distributed to selected local entities by September 30, 2018.
5. **Document and submit a final report** to CDPH/SACB by April 1, 2019, on the distribution of naloxone for accountability and evaluation purposes.
6. **Enter into a Standard Grant Agreement with CDPH.** Attachment C includes a Grant Agreement template, Budget Detail and Payment Provisions, Standard Grant Conditions, and Additional Provisions.

H. Reporting Requirements

In order to demonstrate that the naloxone product provided through the Naloxone Grant Program were effectively distributed and utilized, CDPH/SACB will require LHDs to document and report information in a **final report, due April 1, 2019**, on the local entities that received naloxone product from the grantee (e.g., organization name, type and location, date of distribution, and number of doses distributed), the individuals that received naloxone from the local entities, and if possible, the number of overdose reversals that can be attributed to the Naloxone Grant Program. On-line data collection forms and instructions, developed with input from grantees and other stakeholders, will be provided.

I. Funding Restriction

Grantees may not seek reimbursement/gain for, or sell the naloxone product received through, this grant award.

J. Mandatory Letter of Interest

A Letter of Interest is required and must be received by April 7, 2017. The letter is non-binding. Please complete the on-line Letter of Interest at www.surveygizmo.com/s3/3436352/d311e1c1f806 which requires the following information:

1. LHD County/Jurisdiction.
2. Health Officer Name and contact information.
3. Contact information for individual responsible for the application.

4. An indication of the intent to apply (or not apply).
5. An indication of the intent to receive the funding allocation dedicated for administrative needs, or a redirection of this funding toward the purchase of additional naloxone product.

K. Informational Webinars (Mandatory)

Two (repeating) informational webinars will be held for eligible applicants to provide additional information and to address questions. **Participation in one of these webinars is mandatory for all potential applicants and registration is required.**

Monday, April 3, 2017; 1:00 pm – 2:00 pm

To register for this session go to <https://cdph.webex.com/cdph-en/k2/j.php?MTID=t33dfebb403abd78bd2e954c947af5015>

Tuesday, April 4, 2017; 10:00 am – 11:00 am

To register for this session go to <https://cdph.webex.com/cdph-en/k2/j.php?MTID=tc801f8d752d4385ed72b3f38a3b52e85>

Please submit any questions you would like addressed during the webinar(s) to ngp@cdph.ca.gov by March 31, 2017.

L. Other Available Resources

Because this is a one-time allocation of funding, CDPH/SACB is not able to offer start-up or ongoing technical assistance or training support. However, a website has been established for grantees (and others who may be interested) that will include helpful materials and resources. Please visit

www.cdph.ca.gov/programs/SACB/Pages/NaloxoneGrantProgram.aspx

M. Application Submission Instructions

In order to initiate the development of a Grant Agreement with CDPH, **applications are to be submitted on-line as soon as possible, but no later than May 1, 2017.**

To complete an application, go to

www.surveygizmo.com/s3/3436263/f7385e3c96d5. For reference, a copy of the application has been provided as Attachment D. Please submit any questions regarding the RFA or application to ngp@cdph.ca.gov by April 17, 2017. All questions and responses will be posted by April 21, 2017 to:

www.cdph.ca.gov/programs/SACB/Pages/NaloxoneGrantProgram.aspx

N. Grant Award Process

On-line applications will be reviewed for completeness and the information provided will be used to develop a CDPH Grant Agreement. The resulting Grant Agreement will be sent to the applicant agency for signature. Once signed and returned to CDPH, and then signed by CDPH's Contract Management Unit, the Grant Agreement is considered fully executed.

O. RFA Time Schedule

Event	Date
RFA Release	March 27, 2017
Questions to be Addressed During Webinars Due	March 31, 2017
Mandatory Informational Webinars (Repeating)	April 3, 2017 1:00 p.m. to 2:00 p.m. April 4, 2017 10:00 a.m. to 11:00 a.m.
On-Line Mandatory Letter of Interest Due	April 7, 2017
On-Line Applications Due to CDPH/SACB	May 1, 2017
Grant Start Date	June 1, 2017 (or upon CDPH final approval of Grant Agreement)

California Department of Public Health
Naloxone Grant Program – Local Health Department Allocations

Counties	Funding Available for Narcan Product	Number of Doses	Funds Available for Admin Costs or Additional Narcan Product
Alameda	\$76,600	2,042	\$3,830.00
Alpine	\$10,125	270	\$506.25
Amador	\$10,125	270	\$506.25
Butte	\$20,200	538	\$1,010.00
Calaveras	\$10,125	270	\$506.25
City of Berkeley	\$10,125	270	\$506.25
City of Long Beach	\$10,125	270	\$506.25
City of Pasadena	\$10,125	270	\$506.25
Colusa	\$10,125	270	\$506.25
Contra Costa	\$61,600	1,642	\$3,080.00
Del Norte	\$10,125	270	\$506.25
El Dorado	\$10,125	270	\$506.25
Fresno	\$62,600	1,670	\$3,130.00
Glenn	\$10,125	270	\$506.25
Humboldt	\$25,600	682	\$1,280.00
Imperial	\$17,000	454	\$850.00
Inyo	\$10,125	270	\$506.25
Kern	\$74,600	1,990	\$3,730.00
Kings	\$11,000	294	\$550.00
Lake	\$11,600	310	\$580.00
Lassen	\$10,125	270	\$506.25
Los Angeles	\$387,700	10,338	\$19,385.00
Madera	\$12,400	330	\$620.00
Marin	\$15,000	400	\$750.00
Mariposa	\$10,125	270	\$506.25
Mendocino	\$11,400	304	\$570.00
Merced	\$16,600	442	\$830.00
Modoc	\$10,125	270	\$506.25
Mono	\$10,125	270	\$506.25
Monterey	\$29,600	790	\$1,480.00
Napa	\$10,125	270	\$506.25
Nevada	\$10,125	270	\$506.25
Orange	\$233,200	6,218	\$11,660.00
Placer	\$23,000	614	\$1,150.00
Plumas	\$10,125	270	\$506.25
Riverside	\$148,300	3,954	\$7,415.00
Sacramento	\$103,600	2,762	\$5,180.00

California Department of Public Health
Naloxone Grant Program – Local Health Department Allocations

Counties	Funding Available for Narcan Product	Number of Doses	Funds Available for Admin Costs or Additional Narcan Product
San Benito	\$10,125	270	\$506.25
San Bernardino	\$108,300	2,888	\$5,415.00
San Diego	\$248,300	6,622	\$12,415.00
San Francisco	\$97,600	2,602	\$4,880.00
San Joaquin	\$68,200	1,818	\$3,410.00
San Luis Obispo	\$25,700	686	\$1,285.00
San Mateo	\$24,800	662	\$1,240.00
Santa Barbara	\$33,100	882	\$1,655.00
Santa Clara	\$47,900	1,278	\$2,395.00
Santa Cruz	\$36,000	960	\$1,800.00
Shasta	\$31,600	842	\$1,580.00
Sierra	\$10,125	270	\$506.25
Siskiyou	\$10,125	270	\$506.25
Solano	\$27,900	744	\$1,395.00
Sonoma	\$40,400	1,078	\$2,020.00
Stanislaus	\$42,100	1,122	\$2,105.00
Sutter	\$10,125	270	\$506.25
Tehama	\$10,125	270	\$506.25
Trinity	\$10,125	270	\$506.25
Tulare	\$32,400	864	\$1,620.00
Tuolumne	\$10,125	270	\$506.25
Ventura	\$85,800	2,288	\$4,290.00
Yolo	\$10,500	280	\$525.00
Yuba	\$10,125	270	\$506.25

**SAFE AND ACTIVE COMMUNITIES BRANCH
 NALOXONE DISTRIBUTION GRANT PROGRAM**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

{Name of Grantee}, hereinafter “Grantee”

Implementing the project, “NALOXONE DISTRIBUTION,” hereinafter “Project”

GRANT AGREEMENT NUMBER XX-XXXXX

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

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 1179.80.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to reduce the rate of fatal overdose from opioid drugs including heroin and prescription opioids as specified in Exhibit A, Grant Application, which is hereby incorporated to serve as the Project.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$xx,xxx dollars (\$xx,xxx).

TERM OF GRANT: The term of the Grant shall begin on June 1, 2017, or upon approval of this grant, and terminates on June 30, 2019. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2019.

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

California Department of Public Health	Grantee: [Legal Business Name]
Stacy Alamo Mixson, MPH	{name} Name: Principal Investigator (PI)
PO Box 997377, MS 7214	Address:
Sacramento, CA 95899-7377	City, ZIP:
Phone: 916.552.9852	Phone:
Fax: 916.552.9810	Fax:
E-mail: Stacy.Alamo@cdph.ca.gov	E-mail:

Direct all inquiries to:

California Department of Public Health, Safe and Active Communities Branch	Grantee: [Legal Business Name]
Attention: Nancy Bagnato, MPH	Attention:
PO Box 997377, MS 7214	Address
Sacramento, CA 95899-7377	City, Zip
Phone: 916.552.9846	Phone
Fax: 916.552.9810	Fax
Nancy.Bagnato@cdph.ca.gov	E-mail

Either party may change its Project Representative upon written notice to the other party.

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

- Exhibit A GRANT APPLICATION (The Grant Application provides the description of the project and associated cost)
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR APPLICATIONS
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS

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: _____

Name, Title of Authorized Representative
Agency Name
Address

Date: _____

Angela Salas, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

EXHIBIT A

**GRANT
APPLICATION**

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon final approval of the Grant Agreement, and upon receipt and approval of an invoice, the State agrees to reimburse the Grantee for the specified Administrative Allocation amount in accordance with the costs specified herein.
- B. The invoice shall include the Grant Number and shall be submitted in triplicate upon final approval of the Grant Agreement:

Nancy Bagnato, MPH
California Department of Public Health
Safe and Active Communities Branch
PO Box 997377, MS 7214
Sacramento, CA 95899-7377

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If the invoice is not on produced letterhead, the invoice 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 shall not exceed:
 - 1) \$XXX,XXX for Narcan Products for the budget period of 06/01/16 through 06/30/19.
 - 2) \$XXX,XXX for Administrative Costs for the budget period of 06/01/16 through 06/30/19.

Exhibit B
Budget Detail and Payment Provisions

- B. Payment allocations shall be made in accordance with the amounts listed in Paragraph 4.A., above. Pursuant to the Budget Act of 2016, this is one-time funding available for expenditure through June 30, 2019. The Grantee will only receive reimbursement for Administrative Costs, if requested. The Grantee will receive direct distribution of Narcan Products in the amount stated and no invoicing will be required.

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.

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 Grant Application (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.

Grantee Name

Grant #

Page 4 of 4

- 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 D

REQUEST FOR APPLICATIONS

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.

Exhibit E
Additional Provisions

3. Dispute Resolution Process

- 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.

California Harm Reduction/Syringe Exchange Programs with Existing Naloxone Distribution Systems

County	Organization	Program Name (if different)
Alameda	Needle Exchange Emergency Distribution (NEED)	
Alameda	Casa Segura	HIV Education & Prevention Project of Alameda County (HEPPAC)
Contra Costa	A New Leaf Treatment Center	
	Casa Segura	HEPPAC
Fresno	Fresno Needle Exchange	
Humboldt	Humboldt Area Center for Harm Reduction (HACHR)	Peer Outreach Program
Humboldt	Humboldt County Department of Health and Human Services	North Coast AIDS Project (NorCAP)
Lake	Any Positive Change	
Los Angeles	Venice Family Clinic	Common Ground
Los Angeles	LA Community Health Project	
Los Angeles	Homeless Health Care Los Angeles (HHCLA)	Needle Exchange at the Center for Harm Reduction
Los Angeles	Tarzana Treatment Centers	
Marin	Marin Treatment Center	
Mendocino	Mendocino County AIDS/Viral Hepatitis Network (McAVHN)	
Orange	Solace Foundation	
Sacramento/Yolo	Harm Reduction Services	Safe Points Syringe Exchange
Sacramento/Yolo	Safer Alternatives thru Networking and Education (SANE)	
San Francisco	Homeless Youth Alliance	San Francisco Needle Exchange (SFNE)
San Francisco	San Francisco AIDS Foundation	SAS Needle Exchange
San Francisco	St. James Infirmary	
San Francisco	Asian and Pacific Islander Wellness Program	Trans: Thrive
San Francisco	San Francisco Drug User's Union	
San Francisco	Glide Memorial Church	Glide Harm Reduction Services
San Diego	A New Path (Parents for Addition and Healing)	
San Luis Obispo	County of San Luis Obispo Behavioral Health Dept.	
San Luis Obispo	SLOSEP	
San Mateo	AIDS Community Research Consortium (ACRC)	ACRC Syringe Access Program (ASAP)
Santa Cruz	Janus of Santa Cruz	
Shasta	Shasta Community Health Center	Health Outreach for People Everywhere (HOPE)
Ventura	Ventura County Health Care Agency	Syringe Replacement Program

**California Department of Public Health (CDPH)
Safe and Active Communities Branch
Naloxone Grant Program**

**REQUEST FOR APPLICATIONS (RFA #16-10967):
Naloxone Distribution Projects**

APPLICATION (WORD Version)

Please complete and submit this application for the Naloxone Grant Program on-line at www.surveygizmo.com/s3/3436263/f7385e3c96d5 as soon as possible, **but no later than May 1, 2017**, in order to initiate the development of a grant agreement with CDPH.

Send questions by April 17, 2017 to ngp@cdph.ca.gov.

Please provide the following information:

1. Local Health Department:
2. Name of Health Officer:
Phone Number: E-mail Address:
3. Name of Grantee (Legal Business Name):
4. Name of Principal Investigator (PI):
Address:
City, Zip:
Phone:
FAX:
E-Mail:
5. Name of Person to Direct Inquiries to:
Address:
City, Zip:
Phone:
Fax:
E-Mail:
6. Name and Title of Person Authorized to Sign the Final Grant Agreement on Behalf of Your Agency:
7. Your organization's DEA Number:
8. Address associated with your DEA Number (this address will be used for shipment of naloxone product):

Please refer to the Naloxone Grant Program Local Health Department Allocation Chart included as Attachment A in the Naloxone Grant Program Request for Applications (RFA) to determine the amount of grant product and funding being offered to your organization.

The allocation available for administrative costs, if accepted, may be used to cover costs of conducting outreach and assessment of local entities, receipt and distribution of naloxone product, reporting, or other activities related to the grant implementation. However, LHDs may elect to opt out of receiving the administrative allocation and instead apply that dollar amount to the purchase of additional naloxone product.

9. Funding amount you are requesting for the purchase of naloxone product (Narcan nasal spray):

10. Funding amount you are requesting for administrative costs:

11. How would you like to have your allocation of the naloxone product delivered to you (at no cost)?

All in one shipment

In two shipments; receiving half in a second shipment in June, 2018.

12. Understanding that you may need to conduct further outreach to identify those local entities that are ready and qualified to distribute/administer naloxone, who do you see as potential recipients at this time?

Harm Reduction Centers/Syringe Exchange Programs

Substance Use Disorder Treatment Services

Homeless Shelter Programs

Law Enforcement

Emergency Medical Services

Fire Services

Other: _____

(In your distribution plan, due to CDPH/SACB 60 days after the grant agreement is executed, you will list the names and types of local entities you select to receive the naloxone product).

Syringe exchange/harm reduction programs that have established naloxone distribution systems in place (as defined in the RFA) are a priority for the distribution of naloxone due to the high risk population that accesses these services.

13. Do you have a syringe exchange/harm reduction program in your jurisdiction?

YES NO

If YES, do you anticipate any challenges in working with the syringe exchange/harm reduction program in the distribution of naloxone?

YES NO

If YES, please describe:

14. At this time, do you anticipate any challenges to implementing any of the activities required by the grant?

YES NO

If YES, please describe:

By submitting this application, your organization is agreeing to:

1. **Conduct outreach** to identify local entities within their health jurisdiction that already have a naloxone distribution system in place and have the capacity to efficiently and effectively provide naloxone and training to first responders (as described in section C, number 2 in this RFA). * Local entities may include harm reduction/syringe exchange programs, substance use disorder treatment providers, homeless programs, jails, emergency services providers, law enforcement, and others.

*If a LHD identifies the need to establish a new naloxone distribution system(s) in their jurisdiction, the LHD must ensure that any new naloxone distribution system meets the definition provided in section C, number 3 in this RFA prior to distributing naloxone.

2. **Select local entities** to receive naloxone based on the level of risk of overdose among the population(s) they serve and need for naloxone (Narcan) product.

Priority consideration is to be given to harm reduction/syringe exchange programs, if present within the health jurisdiction. (A list of California harm reduction/syringe exchange programs that currently have a naloxone distribution system in place is included as Attachment B).

3. **Submit a naloxone distribution plan** to CDPH/SACB for approval by June 16, 2017, or within 60 days of receiving CDPH final approval of the grant agreement. The plan will be submitted on-line and must include the names of selected local entities, the type(s) of services they provide, a description of the target population(s) they serve, and the number of naloxone product they will receive. CDPH will provide a standardized distribution plan template.
4. **Begin distributing naloxone** product to selected local entities by July 16, 2017, or within 90 days of receiving CDPH final approval of the grant agreement. All naloxone must be distributed to selected local entities by September 30, 2018.
5. **Document and submit a final report** to CDPH/SACB by April 1, 2019, on the distribution of naloxone for accountability and evaluation purposes.

6. **Enter into a Standard Grant Agreement with CDPH.** Attachment C includes a grant agreement template, Budget Detail and Payment Provisions, Standard Grant Conditions, and Additional Provisions.

Thank you!

SUBMIT

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.
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Exhibit E
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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.

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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.

Former State Employees (Pub. Contract Code §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. (Pub. Contract Code §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. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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