CALIFORNIA SAFE AND ACTIVE COMMUNITIES PROGRAM PRESCRIPTION DRUG OVERDOSE PREVENTION PROJECT Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH, hereinafter "Grantee"

Implementing the project, PRESCRIPTION DRUG OVERDOSE PREVENTION PROJECT," hereinafter "Project"

GRANT AGREEMENT NUMBER 16-10233

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 131085.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to refine and deliver academic detailing on opioid prescribing and naloxone co-prescription to high-volume Medi-Cal prescribers in regions targeted by Initiative intervention bundles 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 Four hundred thirty four thousand, seven hundred seventy seven dollars (\$434,777).

TERM OF GRANT: The term of the Grant shall begin on [July 1, 2016] and terminates on [August 31, 2019]. No funds may be requested or invoiced for work performed or costs incurred after August 31, 2019.

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

California Department of Public Health	Grantee: [City and County of San Francisco Department of Public Health]
Name: Holly Sisneros Grant Manager	Name: Phillip Coffin Director of Substance Use Research
Address: P.O Box 997377, MS 7214	Address: 25 Van Ness Avenue, Suite 500
City, ZIP: Sacramento, 95899-7377	City, ZIP: San Francisco, 94102
Phone: 916-322-2262	Phone: 415-437-6282
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E-mail: Holly.Sisneros@cdph.ca.gov	E-mail: phillip.coffin@sfdph.org

Date: 7/18/16

Barbara A. Garcia, MPA
Director of Health
San Francisco Department of Public Health
101 Grove Street
San Francisco, CA 94102

Date: Yolanda Murillo, MHA, Chief
Contracts Management Unit
California Department of Public Health

1616 Capitol Avenue, Suite 74.317 P.O. Box 997377, MS 1800-1804 Sacramento, CA 95899-7377

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

Scope of Work YEAR 1 July 1, 2016 – August 31, 2016

Objective # 1: By August 31, 2016, SFDPH, in conjunction with a graphic designer, will develop and produce educational materials around naloxone to be used for an academic detailing intervention with medical providers and pharmacists around opioid stewardship in California counties.

Naloxone materials will cover a rationale for prescribing naloxone to patients on chronic opioids or at risk of overdose, instructions on how to write a prescription, different formulations, tips for communication with patients, and instruction support for filling naloxone prescriptions at pharmacies. The patient brochure will cover how to identify and respond to an overdose, how to avoid an overdose, and instructions on how to assemble different naloxone formulations.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify graphic designer to create high-quality academic detailing materials, including two multipage booklets, a tri-fold brochure, and two posters.	July 1 – August 31, 2016	 Name of graphic designer Signed contract with designer
Naloxone educational materials	July 1 – August	Naloxone for Opioid
A. Naloxone for Opioid Safety booklet	31, 2016	S <i>afety</i> booklet
 Revise Naloxone for Opioid Safety booklet (intended audience: providers) 		Naloxone for Opioid Safety tri- fold brochure
Disseminate draft to content experts and CDPH for review		
Send final draft to graphic designer		
B. Naloxone for Opioid Safety tri-fold brochure		
Revise Naloxone for Opioid Safety tri-fold brochure (intended)		

Scope of Work YEAR 1 July 1, 2016 – August 31, 2016

audience: patients)		
Disseminate draft to content experts and CDPH for review		
Send final draft to graphic designer		

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Objective # 2: By October 31, 2016, the San Francisco Department of Public Health (SFDPH), in conjunction with a graphic designer, will develop and produce educational materials around buprenorphine, safe opioid prescribing and pharmacy dispensing to be used for an academic detailing intervention with medical providers and pharmacists around opioid stewardship in California counties.

Buprenorphine materials will cover a full range of medically assisted treatment options; instructions for how to register as a buprenorphine provider; and referrals to treatment.

Safe opioid prescribing materials will cover a full range of prescribing-related activities, including use of opioid for pain management (consistent with best practice standards), use of CURES, alternatives to opioids, taper suggestions for high dose patients, identifying addiction, and referral process.

Pharmacist specific materials will cover the logistics of stocking and filling naloxone prescriptions and patient outreach and education.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Buprenorphine educational materials Office-based Buprenorphine Treatment booklet ^{1*} • Develop booklet (intended audience: providers) • Disseminate draft to content experts and CDPH for review • Send final draft to graphic designer	September 1 – October 31, 2016	Office-based Buprenorphine Treatment booklet

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Safe prescribing materials A. Opioid Stewardship poster ^{1*} • Develop poster (intended audience: providers, appropriate for public view in patient exam rooms) • Disseminate to content experts and CDPH for review • Send final draft to graphic designer B. Opioid Safety Poster (optional) • Develop poster (intended audience: public/patients) • Disseminate to content experts and CDPH for review • Send final draft to graphic designer	September 1 – October 31, 2016	 Safe Approaches to Opioid Prescribing poster Opioid Safety poster
Naloxone for California Pharmacists Guide (sub-contracted to Keck School of Pharmacy) A. Naloxone for California Pharmacists Guide booklet Develop guide (intended audience: pharmacists) Disseminate draft to content experts and CDPH for review Send final draft to graphic designer	September 1 – October 31, 2016	Naloxone for California Pharmacists Guide booklet

^{*}Working title of document; subject to change. ¹Anticipated presentation of materials; subject to change.

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Objective # 3: By December 31, 2016, SFDPH will plan and organize one San Francisco-based three day training course covering academic detailing and opioid stewardship approaches for representatives from three designated counties in California.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
 (a) Academic Detailing for Opioid Stewardship provider curriculum Develop training curriculum on opioid stewardship, including elements described above and utilizing both the California Board of Medicine and draft CDC opioid prescribing guidelines and other best practice standards Disseminate curriculum to content experts, CDPH and academic detailing experts at National Resource Center for Academic Detailing (NaRCAD) for feedback (b) Academic Detailing for Opioid Stewardship pharmacist curriculum (sub-contracted to Keck School of Pharmacy) Develop training curriculum on opioid stewardship for pharmacists, including elements described above and utilizing both the California Board of Medicine and draft CDC opioid prescribing guidelines and other best practice standards Disseminate curriculum to pharmacist content experts, CDPH and academic detailing experts at National Resource Center for Academic Detailing (NaRCAD) for feedback 	November 1 – December 31, 2016	Academic Detailing for Opioid Stewardship curriculum

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
 Identify supplementary materials for training course Materials may include but are not limited to: Draft CDC Guideline for Prescribing Opioids for Chronic Pain; Medical Board of California Guidelines for Prescribing Controlled Substances for Pain; Responsible Opioid Prescribing: A Clinician's Guide textbook; online resources and templates 	November 1 – December 31, 2016	Procurement of supplementary materials for distribution
Identify supplementary materials for electronic dissemination to providers during academic detailing interventions via flash drive • Materials may include but are not limited to: Medical Board of California Guidelines for Prescribing Controlled Substances for Pain; usable templates for Informed Consent document; instructions and electronic link to register for and access California's Prescription Drug Monitoring Program (CURES 2.0); and additional opioid stewardship and overdose prevention resources	November 1 – December 31, 2016	Flash drives with uploaded content
Determine objectives for data collection Assist UC Davis with determining evaluation objectives	November 1 – December 31, 2016	Tracking objectives checklist

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Develop database for tracking data related to evaluation objectives (in conjunction with UC Davis; if necessary)	November 1 – December 31, 2016	Create database tracking system in Microsoft Access

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Objective # 4: By February 28, 2017 SFDPH will conduct one San Francisco-based three day training course covering academic detailing and opioid stewardship approaches for representatives from three designated counties in California.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify sites and local representatives for detailing intervention (external non-SFDPH task) • Assist CDPH in identifying sites and representatives for detailing intervention • Assist CDPH in establishing contracts with sites as needed	January 2017	 Identify and finalize arrangements with local representatives from 3- 4 participating counties
Develop detailed full-day (9am-5pm) program for each training day	January 2017	Training program agenda
Identify dates for 3-day training course Identify participants from at least three high burden counties. Invite attendees.	January 2017	Selected 3-day date
Identify and secure site, materials and logistics for 3-day training • Assist site representatives as needed with travel arrangements, to be covered through this contract	January 2017	Selected site

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
 Conduct 3-day training course for providers and pharmacists (Cohort 1) Training facilitation and logistics Conduct 3-day training (SFDPH content experts and NaRCAD) Manage payment for participant travel expenses 	February 2017	 Training checklist Names of representatives in attendance at the training Representatives will demonstrate content and academic detailing proficiency through participatory role play and demonstrations
Create and disseminate brief evaluation survey to academic detailers soliciting feedback on the 3-day training of both providers and pharmacists	February 2017	Survey evaluation results
Revise 3-day training based on participant feedback	February – April 2017	Updated training agenda and curriculum

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Objective # 5: By February 1, 2017, 2017 SFDPH will oversee the initiation of academic detailing trainings in approximately 3 counties in California (possibly more or fewer, depending on size and population of selected counties). During the 6 month intervention window (December 2016 through June 2017) SFDPH will provide one site-visit to each county participating in the academic detailing intervention. Technical assistance via telephone and electronic communication will be available to each county on an as needed basis. Up to one additional site visit is available upon county request.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Obtain complete list of providers eligible for detailing intervention in each county based on high burden geographic areas and based on prescribing practices, targeting the highest risk prescribers where possible (Cohort 1) • To be accomplished in conjunction with local counties and CDPH	November 2016 – January 2017	List of eligible providers
Validate eligibility of providers (Cohort 1) • Validate eligibility by establishing contact with each provider to ensure they are: a primary care provider, still practicing, and within county jurisdiction	November 2016 – January 2017	Updated list of eligible providers
Generate list of providers (Cohort 1) • In conjunction with CDPH Team, generate list of providers in order based on highest opioid prescribing based on Medi-Cal data. If this data is unavailable, we will generate a list of providers in random order to limit bias in selection of providers to be contacted (if >40 providers)	November 2016 – January 2017	Random order list of eligible providers

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify and select top three pharmacies in each county by opioid volume using Medi-Cal data (sub-contracted to Keck School of Pharmacy) (Cohort 1)	November 2016 – January 2017	List of pharmacies
Counties begin 6 month academic detailing intervention of up to 40 providers in each county (less if county has <40 eligible providers) (Cohort 1)	February – July 2017	Tracked activities in database
Counties begin 6 month academic detailing intervention of pharmacists (sub-contracted to Keck School of Pharmacy) (Cohort 1)	February – July 2017	Tracked activities in database
Identify date for one site visit per county (total 3 counties) during academic detailing intervention (Cohort 1)	February – April 2017	Selected dates
Onduct site visit at each county (Cohort 1) Site visits will include the completion of at least one academic detailing intervention per county	February – April 2017	Conducted site visit report

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Provide technical assistance to county representatives during academic detailing intervention (Cohort 1) • This includes administrative, logistical or content based support. (e.g. selecting providers; contacting providers via email, telephone and drop-ins; tracking and monitoring interventions; opioid stewardship specific questions)	February – July 2017	Technical support log
Conduct up to one additional site visit as needed (Cohort 1)	February – July 2017	Completed site visit log

Scope of Work YEAR 2 September 1, 2016 – August 31, 2017

Objective # 6: By August 31, 2017, SFDPH, in conjunction with graphic designer, will revise materials to be used for an academic detailing intervention for medical providers around opioid stewardship in California counties.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Disseminate brief electronic survey to academic detailers and providers soliciting feedback on materials used during the academic detailing intervention*	July – August 2017	Completed surveys
Revise academic detailing materials per survey results* • Disseminate drafts to content experts and CDPH for review • Send final drafts to graphic designer	August 2017	Revised materials

^{*}Electronic surveys may be disseminated to academic detailers and providers prior to this date; material revision may occur prior to this date.

Scope of Work YEAR 3 September 1, 2017 – August 31, 2018

Objective # 7: By August 31, 2017 SFDPH will plan and organize one San Francisco-based 3-day training course covering academic detailing and opioid stewardship approaches for representatives from 4 designated counties in California.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify sites and local representatives for detailing intervention (external non-SFDPH task) • Assist CDPH in identifying sites and representatives for detailing intervention • Assist CDPH in establishing contracts with sites as needed	July – August 2017	 Identify and finalize arrangements with local representatives from 3- 4 participating counties
Identify dates for 3-day training course	July – August 2017	Selected 3-day date
Identify and secure site, materials and logistics for 3-day training • Assist site representatives as needed with travel arrangements, to be covered through this contract	July – August 2017	Selected site

Scope of Work YEAR 3 September 1, 2017 – August 31, 2018

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
 Conduct 3-day training course (Cohort 2) Training facilitation and logistics Conduct 3-day training (SFDPH content experts and NaRCAD) Manage payment for participant travel expenses 	September 2017	 Training checklist Names of representatives in attendance at the training Representatives will demonstrate content and academic detailing proficiency through participatory role play and demonstrations
Disseminate brief evaluation survey to academic detailers soliciting feedback on the 3-day training (Cohort 2)	September 2017	Survey evaluation results
Revise 3-day training based on participant feedback	October 2017 – (continued through January 2018)	Updated training agenda and curriculum

Scope of Work YEAR 3 September 1, 2017 – August 31, 2018

Objective # 8: By October 30, 2017 SFDPH will obtain a list of eligible providers from local counties, validate eligibility of providers and generate provider list to prepare for detailing to begin in July 2017.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Obtain complete list of providers eligible for detailing intervention in each county (Cohort 2) • To be accomplished in conjunction with local counties and CDPH	August – September 2017	List of eligible providers
Validate eligibility of providers (Cohort 2) • Validate eligibility by establishing contact with each provider to ensure they are: a primary care provider, still practicing, and within county jurisdiction	August – September 2017	Updated list of eligible providers
 Generate list of providers (Cohort 2) Generate list of providers in order based on highest opioid prescribing based on Medi-Cal data. If this data is unavailable, CDPH will generate a list of providers in random order to limit bias in selection of providers to be contacted (if >40 providers) 	August – September 2017	Random order list of eligible providers

Scope of Work YEAR 3 September 1, 2017 – August 31, 2018

Objective # 9: By November 30, 2017 SFDPH will oversee the initiation of academic detailing trainings in approximately 4 counties in California (possibly more or fewer, depending on size and population of selected counties). During the 6 month intervention window (November 2017 – April 2018) SFDPH will provide one site-visit to each county participating in the academic detailing intervention. Upon completion of this site visit, technical assistance via telephone and electronic communication will be available to each county on an as needed basis. Up to one additional site visit is available upon county request.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Counties begin 6 month academic detailing intervention of up to	November	Tracked activities in
40 providers in each county (less if county has <40 eligible providers) (Cohort 2)	2017 – April 2018	database
Identify date for one site visit per county (total 3 counties) during academic detailing intervention (Cohort 2)	November 2017	Selected dates
Conduct site visit at each county (Cohort 2) Site visits will include the completion of at least one academic detailing intervention per county	November 2017 – April 2018	Site visit report

Scope of Work YEAR 3 September 1, 2017 – August 31, 2018

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Provide technical assistance to county representatives during academic detailing intervention (Cohort 2) • This includes administrative, logistical or content based support. (e.g. selecting providers; contacting providers via email, telephone and drop-ins; tracking and monitoring interventions; opioid stewardship specific questions, etc)	November 2017 – April 2018	Completed technical support log
Conduct up to one additional site visit as needed (Cohort 2)	November 2017 – April 2018	Completed site visit log
Assist with conducting detailing visits as needed (Cohort 2)	November 2017 – April 2018	Additional detailing visits

Scope of Work YEAR 3 September 1, 2017 – August 31, 2018

Objective # 10: By September 30, 2018, SFDPH, in conjunction with graphic designer, will revise materials to be used for an academic detailing intervention for medical providers around opioid stewardship in California counties.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Disseminate brief electronic survey to academic detailers soliciting feedback on materials	July - August 2018	Completed surveys
Revise academic detailing materials per survey results* • Disseminate drafts to content experts and CDPH for review • Send final drafts to graphic designer	September 2018	Revised materials

Scope of Work YEAR 4 September 1, 2018 – August 31, 2019

Objective # 11: By December 31, 2018 SFDPH will organize one San Francisco-based 3-day training course covering academic detailing and opioid stewardship approaches for representatives from 4 designated counties in California.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify sites and local representatives for detailing intervention (external non-SFDPH task) • Assist CDPH in identifying sites and representatives for detailing intervention • Assist CDPH in establishing contracts with sites as needed	September – October 2018	Identify and finalize arrangements with local representatives from 3- 4 participating counties
Identify dates for 3-day training course	October – November 2018	Selected 3-day date
Identify and secure site, materials and logistics for 3-day training • Assist site representatives as needed with travel arrangements, to be covered through this contract	October – November 2018	Selected site

Scope of Work YEAR 4 September 1, 2018 – August 31, 2019

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
 Conduct 3-day training course (Cohort 3) Training facilitation and logistics Conduct 3-day training (SFDPH content experts and NaRCAD) Manage payment for participant travel expenses 	November - December 2018	 Training checklist Names of representatives in attendance at the training Representatives will demonstrate content and academic detailing proficiency through participatory role play and demonstrations
Disseminate brief evaluation survey to academic detailers soliciting feedback on the 3-day training	December 2018	Survey evaluation results

Scope of Work YEAR 4 September 1, 2018 – August 31, 2019

Objective # 12: By January 30, 2019 SFDPH will oversee the initiation of academic detailing trainings in approximately 4 counties in California (possibly more or fewer, depending on size and population of selected counties). During the 6 month intervention window (January – June 2018) SFDPH will provide one site-visit to each county participating in the academic detailing intervention. Upon completion of this site visit, technical assistance via telephone and electronic communication will be available to each county on an as needed basis. Up to one additional site visit is available upon county request.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Obtain complete list of providers eligible for detailing intervention in each county (Cohort 3) • To be accomplished in conjunction with local counties and CDPH	December 2018	List of eligible providers
Validate eligibility of providers (Cohort 3) • Validate eligibility by establishing contact with each provider to ensure they are: a primary care provider, still practicing, and within county jurisdiction	December 2018 – January 2019	Updated list of eligible providers
 Generate list of providers (Cohort 3) Generate list of providers in order based on highest opioid prescribing based on Medi-Cal data. If this data is unavailable, we will generate a list of providers in random order to limit bias in selection of providers to be contacted (if >40 providers) 	December 2018 – January 2019	Random order list of eligible providers

Scope of Work YEAR 4 September 1, 2018 – August 31, 2019

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Counties begin 6 month academic detailing intervention of up to 40 providers in each county (less if county has <40 eligible providers) (Cohort 3)	January – June 2019	Tracked activities in database
Identify date for one site visit per county (total 3 counties) during academic detailing intervention (Cohort 3)	January 2019	Selected dates
Conduct site visit at each county (Cohort 3) Site visits will include the completion of at least one academic detailing intervention per county	January – March 2019	Completed site visit report
Provide technical assistance to county representatives during academic detailing intervention (Cohort 3) • This includes administrative, logistical or content based support. (e.g. selecting providers; contacting providers via email, telephone and drop-ins; tracking and monitoring interventions; opioid stewardship specific questions)	January – June 2019	Technical support log
Conduct up to one additional site visit as needed (Cohort 3)	January – June 2019	Site visit log

Scope of Work YEAR 4 September 1, 2018 – August 31, 2019

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Assist with conducting detailing visits as needed (Cohort 3)	January June 2019	Completed additional detailing visits

Scope of Work YEAR 4 September 1, 2018 – August 31, 2019

Objective #13: By June **30**, 2019, submit to CDPH semi-annual progress reports summarizing progress, accomplishments, data results, and deliverables.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Track activities and deliverables regularly for semi-annual reports, maintaining relevant collateral materials and other back-up documentation as necessary.	July 2016 – August 2019	Progress report summaries and project deliverables as identified in the SOW.
Submit semi-annual progress reports to CDPH, using an established reporting template. Reports will include: 1) summary of overall accomplishments and challenges; 2) stated progress on each objective; 3) current data results reflective of SOW deliverables; and 4) additional information as requested by CDPH.	July 2016 – August 2019	Completed Progress Report
Associated collateral materials (as identified in the deliverables section of the SOW) will accompany the report template, generally submitted in an electronic format.	July 2016 – August 2019	Electronic deliverables and collateral materials
Once due dates for the reports are determined, contractors will be notified.	July 2016 – August 2019	Due dates for Progress Reports

Exhibit B

Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Laura Webster
California Department of Public Health
Safe and Active Communities Branch / Prescription Drug Overdose Prevention
MS 7217
P. O. Box 997377, MS 7214
Sacramento, CA 95899-7377

B. Invoices shall:

- Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed:
 - 1) \$17,777 for the budget period of 07/01/16 through 08/31/16.
 - 2) \$205,000 for the budget period of 09/01/16 through 08/31/17.
 - 3) \$106,000 for the budget period of 09/01/17 through 08/31/18.
 - 4) \$106,000 for the budget period of 09/01/18 through 08/31/19.

Exhibit B

Budget Detail and Payment Provisions

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

5. Timely Submission of Final Invoice

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

6. Travel and Per Diem Reimbursement

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

Exhibit B - Attachment I Budget Year One (07/01/16 - 08/31/16)

Position Title	Monthly Salary	Months	% FTE	Total
Principal Investigator (In-kind)	15,425	2.00	0.0%	
	· · · · · · · · · · · · · · · · · · ·	Su	btotal Personnel	(
Fringe Benefits Fringe Benefit Rate	Rate 38.00%	e	ubtotal Benefits	
ringe benefit Nate	38.00%	<u></u>	ubtotal benefits	
Total benefit cost	Subto	Subtotal Personnel and Fringe Benefits		
Operating Expenses - Expenses pertaining to the cost	of business.			Total
Rent (for SFDPH and PHFE staff)				
\$1.93/sq.ft./month x 250sq. ft./FTE x .40 FTE x12				
months Phone costs (for SFDPH and PHFE staff)				2,316
Phone costs (for SPDPH and PHPE stair)		Subtotal One	erating Expenses	72 2,38 8
			Subtotal Travel	(
Subcontracts			Subtotal Travel	Total
Subcontracts Public Health Foundation Enterprises (PHFE) Subcontr - Create educational materials for academic	ract		Subtotal Travel	
Public Health Foundation Enterprises (PHFE) Subcontr	ract		Subtotal Travel	
Public Health Foundation Enterprises (PHFE) Subcontr - Create educational materials for academic	ract			Total 15,389
Public Health Foundation Enterprises (PHFE) Subcontr - Create educational materials for academic	ract	Subt	Subtotal Travel	Total 15,389
Public Health Foundation Enterprises (PHFE) Subcontr - Create educational materials for academic	ract			Total 15,389
Public Health Foundation Enterprises (PHFE) Subcontr - Create educational materials for academic	ract		otal Other Costs	Total 15,389
Public Health Foundation Enterprises (PHFE) Subcontr - Create educational materials for academic detailing	ract		otal Other Costs	Total 15,389
Public Health Foundation Enterprises (PHFE) Subcontr - Create educational materials for academic	ract	Ti	otal Other Costs	Total 15,389

Exhibit B - Attachment II Budget Year Two (09/01/16 - 08/31/17)

Personnel				
Position Title	Monthly Salary	Months	% FTE	Total
Principal Investigator	15,425	12.00	5.0%	9,255
		Sul	ototal Personnel	9,255
Fringe Benefits	Rate	_		
Fringe Benefit Rate	38.00%	S	ubtotal Benefits	3,517
Total benefit cost	Subtot	tal Personnel and	l Fringe Benefits	12,777
Operating Expenses - Expenses pertaining to the cost	of business.			Total
Rent (for SFDPH and PHFE staff)				
\$1.93/sq.ft./month x 250sq. ft./FTE x .70 FTE x12				
months				4,053
Phone costs (for SFDPH and PHFE staff)				126
		Subtotal Ope	rating Expenses	4,179
Travel - LHD staff travel costs as required to complete	project deliverables	. (Mileage not		
to exceed the CALHR approved rate at time of travel)				Total
· 			Subtotal Travel	0
Subcontracts	V			Total
	ract			
Public Health Foundation Enterprises (PHFE) Subcontr - Develop curriculum, training, and academic	ract			
 Develop curriculum, training, and academic detailing; audience: providers 	act			
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract 	ract			
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract 	ract			
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	ract			
- Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract	act			184,856
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	act .			184,856
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	ract			184,856
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	act			184,856
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	act			
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	act	Subt	otal Other Costs	
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	ract			184,856
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	act		otal Other Costs	
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	act			184,856
- Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract - Develop curriculum, training, and academic detailing; audience: pharmacists	ract			184,856
 Develop curriculum, training, and academic detailing; audience: providers Keck School of Pharmacy Subcontract Subcontract Develop curriculum, training, and academic 	act	Te		184,856 184,856 201,807

Exhibit B - Attachment III Budget Year Three (09/01/17 - 08/31/18)

Personnel					
Position Title	Monthly Salary	Months	% FTE	Total	
Principal Investigator	15,425	12.00	5.0%		9,25.
		Su	btotal Personnel		9,25!
	·				
Fringe Benefits	Rate				
Fringe Benefit Rate	38.00% Subtotal Benefits			3,517	
Total benefit cost	Subtotal Personnel and Fringe Benefits			<u> </u>	12,772
Operating Expenses - Expenses pertaining to the cost	of husiness			Total	
Rent (for SFDPH and PHFE staff)	. Of business:		1	Total	
\$1.93/sq.ft./month x 250sq. ft./FTE x .70 FTE x12					
months					4,053
Phone costs (for SFDPH and PHFE staff)					126
	For the second s	Subtotal Ope	erating Expenses		4,179
Travel - LHD staff travel costs as required to complete	project deliverables	. (Mileage not			
to exceed the CALHR approved rate at time of travel)		· · · · · · · · · · · · · · · · · · ·		Total	
			Subtotal Travel		
Subcontracts				Total	
				·	
Public Health Foundation Enterprises (PHFE) Subcontr	ract				
- Training, and academic detailing					85,856
· · · · · · · · · · · · · · · · · · ·					
·		Subt	otal Other Costs		85,856
		3000	otal other costs		63,630
		T	otal Direct Costs		102,807
		and the second s			and the same of th
Indirect Costs		·			
25% of Personnel and Fringe		Tot	al Indirect Costs		3,193
			TOTAL COSTS		106,000

Exhibit B - Attachment IV Budget Year Four (09/01/18 - 08/31/19)

Personnel					
Position Title	Monthly Salary	Months	% FTE	Total	
Principal Investigator	15,425	12.00	5.0%		9,25
		Su	btotal Personnel		9,25
			•		
Fringe Benefits	Rate				
Fringe Benefit Rate	38.00%	<u> </u>	ubtotal Benefits		3,51
Total benefit cost	Subto	ral Parsannal and	d Fringe Benefits		12,77
Total Benefit Cost	3450	tai r ersonner and	a Finige Denents	<u> </u>	12,//
Operating Expenses - Expenses pertaining to the cost of	of business.			Total	
Rent (for SFDPH and PHFE staff)	7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
\$1.93/sq.ft./month x 250sq. ft./FTE x .70 FTE x12					
months					4,05
Phone costs (for SFDPH and PHFE staff)					12
		Subtotal Ope	erating Expenses		4,17
Travel - LHD staff travel costs as required to complete	project deliverables	. (Mileage not	·		
to exceed the CALHR approved rate at time of travel)	· -			Total	
			Subtotal Travel		(
	**				
Subcontracts				Total	
	i.				
Public Health Foundation Enterprises (PHFE) Subcontra	nct				
- Training, and academic detailing					85,85
· · · · · · · · · · · · · · · · · · ·					
		Subt	otal Other Costs		85,85
		Į.	otal Direct Costs		102,80
		The second secon	<u> </u>		
			*		
Indirect Costs					
Indirect Costs 25% of Personnel and Fringe		Tot	al Indirect Costs		3,193

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 GRANTEE:** 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).
 - Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - 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;
 - 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;
 - Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - 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, County of Sacramento, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

Exhibit E Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH <u>without cause</u> upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately <u>for cause</u>. 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.
 - 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

Exhibit E

Additional Provisions

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.

City and County of San Francisco Department of Public Health 16-102331

Exhibit F Federal Terms and Conditions

(For Federally Funded Grant Agreements)

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

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

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

Index of Special Terms and Conditions

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

1. Federal Funds

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

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

2. Federal Equal Opportunity Requirements

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

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

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

3. Debarment and Suspension Certification

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

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

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

5. Air or Water Pollution Requirements

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

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

6. Lobbying Restrictions and Disclosure Certification

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

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

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

7. Additional Restrictions

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

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

- (b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- (c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

8. Human Subjects Use Requirements

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

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

9. Financial and Compliance Audit Requirements

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

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

- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

10. Audit and Record Retention

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and

interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

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

11. Federal Requirements

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

Attachment 1

STATE OF CALIFORNIA CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

Name of Grantee	Printed Name of Person Signing for Grantee
Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

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

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

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB 0348-0046

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

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

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

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

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