



COUNTY OF LOS ANGELES
DEPARTMENT OF MEDICAL EXAMINER
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Odey C. Ukpo, M.D., M.S.
Chief Medical Examiner

September 01, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE APPROPRIATION ADJUSTMENT AND
AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE CALIFORNIA HIGHWAY
PATROL CANNABIS TAX FUND GRANT PROGRAM (CTFGP) TO ACCEPT FUNDS AWARDED
VIA THE "TOXICOLOGY DRIVING UNDER THE INFLUENCE (DUI)/DRIVING UNDER THE
INFLUENCE OF DRUGS (DUID)" GRANT
FISCAL YEAR 2026-2027**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Department of Medical Examiner (DME) requests that the Board approve an appropriation adjustment and authorize the Chief Medical Examiner or designee, to accept and administer a grant award of up to \$297,400 from the State of California Department of California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP), and execute the grant agreement and related grant documents for the period of July 1, 2026 through June 30, 2028, and delegate authority to apply for and accept future substantially similar grant awards under the same program.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Medical Examiner or his designee to accept the CTFGP 2026-28 grant award in an amount not to exceed \$297,400 for the period of July 1, 2026, through June 30, 2028.
2. Delegate authority to the Chief Medical Examiner or designee, to execute, submit, and administer all documents required by the CHP CTFGP, including agreements, amendments, extensions,

certifications, reports, and reimbursement requests, necessary to implement the grant program provided that such actions do not materially alter the scope of the grant or increase net County cost.

3. Delegate authority to the Chief Medical Examiner or his designee to apply for future CHP CTFGP funding opportunities, and upon notification to the Board and Chief Executive Office, accept and execute future grant awards and associated documents, including applications, agreements, amendments, extensions, and reimbursement requests, provided that: (1) no additional net County cost is required; (2) County Counsel approves all agreement-related documents as to form; and (3) the grant funded activities are substantially similar to those described herein.

4. Approve an appropriation adjustment to increase the Department of Medical Examiner's operating budget by \$298,000, offset with grant revenue from the CHP for the CTFGP.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CTFGP was established pursuant to Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA"), which directs a portion of cannabis tax revenues to support education, prevention, and enforcement efforts related to impaired driving through grants administered by CHP pursuant to Revenue and Taxation Code section 34019(f)(3)(b). DME was awarded funding under the "Toxicology Driving Under the Influence (DUI)/Driving Under the Influence of Drugs (DUID)" grant (CTFGP 26-28).

Approval of Recommendations 1 and 2 will allow DME to execute the grant agreement grant agreement and accept funds awarded for FY 2026-27 and 2027-28 in the amount of \$297,400. Grant funding will support personnel, laboratory supplies, and consumables, specialized toxicology testing, method development, and validation, data collection and reporting, and professional training to enhance DME's forensic toxicology capabilities. These activities will improve laboratory efficiency, expand analytical testing capacity, strengthen scientific reliability, and support compliance with National Association of Medical Examiners ("NAME") accreditation standards.

Data including number of cases processed in-house, backlog reduction, toxicology turnaround time, and frequency of data shared to external partners will be shared with CHP and the CTFGP to help improve and advance the data collection in Medical Examiner's Offices for DUI/DUID when a death occurs while the deceased was driving or riding in a motor vehicle, or a result of the deceased being struck by a motor vehicle with the ultimate goal of reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel.

Consistent with grant requirements, DME will collect and report aggregate program performance data to CHP including information regarding toxicology case processing, turnaround times, backlog reduction efforts, and related program outcomes. No confidential decedent information will be disclosed except where authorized by law and required under the grant agreement.

Approval of Recommendation 3 will allow DME to apply for, accept, and implement future awards and/or amendments that are consistent with the requirements of future CHP CTFGP funding opportunities. This authority is requested to enhance DME's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Implementation of Strategic Plan Goals

The recommended actions support the County Strategic Plan North Star # 2: Foster vibrant and resilient communities, Focus Area Goal C, Public Safety. Specifically, it will address Strategy II: Reduce Self-Harm: Invest in programs and services to reduce the occurrence of overdose and suicide, and expand options to provide outreach, education, harm reduction programming, and treatment to individuals about the risk factors, warning signs, prevention, and alternatives to self-harm.

FISCAL IMPACT/FINANCING

Board approval of the appropriation adjustment will facilitate sufficient funding in the DME's Services & Supplies and Salaries & Employee Benefits in FY 2026-27 and 2027-28, fully offset by State grant revenue in the amount of \$297,400 for various analytical testing supplies needed to support the method validation efforts described above. It will also be utilized to provide training opportunities to our technical staff to further support improved analytical testing services, to be used starting July 1, 2026, through the conclusion of the performance period on June 30, 2028. No matching funds are required and no increase in net County cost is anticipated. Any costs incurred in excess of grant funding will be absorbed within DME's existing budget allocations, subject to the availability of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CTFGP was implemented with the passage of California Proposition 64, the Control, Regulate and Tax AUMA which includes a mandate that the State set aside funding for the CHP to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B).

In order for DME to accept the grant funds and claim reimbursement, the attached grant agreement must be executed. The performance period is July 1, 2026, through June 30, 2028, but commences upon the execution of the agreement. The DME has been provided with specific guidelines for the management and administration of this grant which details the activities and expenditures that are allowable under the grant. Upon board approval DME will execute the grant agreement with CHP for the performance period of July 1, 2026, through June 30, 2028. Grant funds will be administered in accordance with all applicable grant requirements and expenditure guidelines established by CHP.

The proposed grant agreement has been reviewed by County Counsel and is approved as to form.

ENVIRONMENTAL DOCUMENTATION

CEQA reporting requirements are not applicable to the activity described herein because it is excluded from the definition of a "project" as a continuing organizational or administrative activity that will not result in direct or indirect physical changes in the environment, pursuant to Section 15378, Title 14, of the California Code of Regulations (CCR). Reporting requirements under the County's Environmental Document Reporting Procedures and Guidelines are also inapplicable under Chapter III, Section 302, Appendix G because this activity qualifies as a Categorically Exempt Project, Class 22 training program involving no physical changes in the DME's facility.

Upon the Board's approval of the recommended actions, in accordance with Title 14 of CCR, Section 15062, the DME will file the Notice of Exemption for the CTFGP FY 2026-27 and FY 2027-28 Grant Award with the County Clerk.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

CTFGP will provide funding to strengthen the DME's forensic laboratory testing services to improve medicolegal death investigation. These funds will provide the opportunity to enhance the quality and timeliness of medicolegal death investigation throughout the County of Los Angeles. Acceptance of the grant award will enhance DME's forensic toxicology laboratory capabilities, improve timeliness of toxicology testing and reporting, support accreditation requirements, and strengthen the department's ability to provide accurate medicolegal death investigation services throughout Los Angeles County.

CONCLUSION

Upon approval, the Executive Office, Board of Supervisors, is requested to return one signed copy of the approved Board Letter to the Department of Medical Examiner, attention Dr. Nichelle H. Shaw, Administrative Deputy.

Respectfully submitted,



Odey C. Ukpo, M.D., M.S.

Chief Medical Examiner

OCU:nhs

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

1. GRANT TITLE FY26/28 CTFGP Toxicology Crime Laboratories - Los Angeles Medical Examiner	
2. NAME OF ORGANIZATION/AGENCY Los Angeles Medical Examiner	
3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT Los Angeles County Department of Medical Examiner	
4. PROJECT PERFORMANCE PERIOD From: 07/01/2026 To: 06/30/2028	5. PURCHASE ORDER NUMBER
6. GRANT OPPORTUNITY INFORMATION DESCRIPTION Toxicology: Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Divisions grants shall be used to improve and advance the data collection in Medical Examiners/Coroner's Offices supporting driving under the influence (DUI)/driving under the influence of drugs (DUID) when a death occurs while the deceased was driving or riding in a motor vehicle, or a result of the deceased being struck by a motor vehicle.	
7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$297,400.00	
8. TERMS AND CONDITIONS The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference. The parties hereto agree to comply with the Terms and Conditions of the following attachments: • Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure • Schedule B – Detailed Budget Estimate • Schedule B-1 – Budget Narrative We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.	
9. APPROVAL SIGNATURES A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY Name: Dr. Nichelle Shaw Title: Administrative Deputy Phone: (323) 343-0784 Address: 1104 North Mission Road Los Angeles, CA 90033 E-Mail: NShaw@me.lacounty.gov _____ (Signature) _____ (Date)	B. AUTHORIZED OFFICIAL OF CHP Name: Elliotte Johnson Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: ElJohnson@chp.ca.gov _____ (Signature) _____ (Date)
C. ACCOUNTING OFFICER OF CHP Name: M. V. Fojas Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: Michelle.Fojas@chp.ca.gov _____ (Signature) _____ (Date)	10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS Name: Patty Romo Title: Department Financial Manager Phone: (323) 343-0784 Address: 1104 North Mission Road Los Angeles, CA 90033

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. 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. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

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F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State 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.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall 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:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made 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 Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee 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.

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O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant 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.

P. RESOLUTION

1. A county, city, district, or other local public body shall 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 a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Los Angeles Medical Examiner

The Grantor determined awards and adjustments based on the Project's merit, operational scale, compliance with the Request for Application (RFA), and program regulations. Certain activities or budget items proposed in Schedule A may have been deemed ineligible for funding. The final, binding list of authorized activities and expenses is set forth in Schedule B - Detailed Budget Estimate.

Project Description

The Los Angeles County Department of Medical Examiner (LACDoME) is one of the largest and busiest forensic institutions in the United States, serving a population of more than 9.8 million residents. As the most populous county in the nation, Los Angeles County experiences a high volume of deaths requiring forensic investigation, including a substantial and increasing number of fatalities involving drug and alcohol impairment, including cannabis.

Our projects for this grant include:

- Differentiation and quantification of Delta-8-THC versus Delta-9-THC
- Expanded quantitative analysis of acidic and neutral drug panels (including muscle relaxants, barbiturates, and antipsychotics) using LC/MS/MS
- Expanded quantitative analysis of basic drug panels using LC/MS/MS
- Operational implementation of the laboratory's Quadrupole Time-of-Flight (QTOF) LC/MS/MS for advanced screening and novel substance identification
- Advanced training and continuing education for forensic toxicology staff
- Workforce support and supplementation through the addition of a paid forensic toxicology intern

Problem Statement

In 2024, 1,150 traffic-related fatalities were recorded in Los Angeles County. A significant proportion of these cases involved drugs and/or alcohol. The LACDoME plays a critical role in accurately identifying substances contributing to these deaths to support public safety, inform prevention strategies, and provide scientifically sound testimony in court.

Beyond alcohol and cannabis, the LACDoME routinely tests for a wide range of other substances in traffic and any other fatalities under the jurisdiction of the LACDoME, including:

- Opioids (e.g., fentanyl, heroin, oxycodone, 7-OH-Mltragynine), which have been a significant driver of the opioid crisis in the region.
- Prescription drugs, such as benzodiazepines (e.g., diazepam, alprazolam) and antidepressants, which are frequently involved in drug overdose deaths.
- Stimulants (e.g., methamphetamine, cocaine), which are often implicated in fatalities from accidents, overdoses, and violent incidents.
- Synthetic drugs, including designer drugs, which pose unique challenges in toxicology due to their unpredictable nature and effects.
- Alcohol with other psychoactive substances in combination, which are a common feature in impaired driving incidents.

As cannabis products diversify and increase in potency and availability, distinguishing between Delta-8-THC and Delta-9-THC has become increasingly important in forensic toxicology. Delta-8-THC products, often marketed as legal alternatives to traditional cannabis, pose significant analytical challenges due to structural similarity with Delta-9-THC. Accurate differentiation and quantification are essential for proper interpretation in medicolegal death investigations and impaired driving cases.

Since the COVID-19 pandemic and the ongoing opioid epidemic beginning in 2020, LACDoME has experienced approximately a 30% increase in overall caseload, upwards of 16,000 decedents annually. While staffing numbers have increased to meet investigative demands, laboratory method development, validation, instrumentation upgrades, and continuing education have been deferred to prioritize case processing.

Schedule A

The Los Angeles County Department of Medical Examiner (LACDoME) respectfully requests support through the California Cannabis Tax Grant Program to enhance our laboratory's capacity to accurately identify, differentiate, and quantitatively confirm cannabinoids and other impairing substances in biological samples from individuals suspected of driving under the influence of drugs (DUID), as well as in traffic-related fatalities and other death investigations.

This project represents a comprehensive modernization of our forensic toxicology screening and confirmation capabilities.

QTOF Implementation and Expanded Screening

LACDoME seeks funding to fully validate and implement analytical methods on our newly acquired Quadrupole Time-of-Flight (QTOF) liquid chromatograph mass spectrometer. Implementation of this high-resolution mass spectrometry platform will substantially expand our screening panel and replace our current reliance on antiquated ELISA-based screening methods.

Because ELISA technology limits our testing to the minimum drug panels required by state law, our ability to detect emerging cannabinoids, synthetic drugs, and novel psychoactive substances is restricted. Transitioning to QTOF-based broad-spectrum screening will:

- Dramatically increase the scope of detectable compounds
- Allow for identification of emerging and synthetic cannabinoids
- Improve specificity and reduce false positives and cross-reactivity issues
- Streamline the confirmation workflow via ability to know exact drugs to confirm and their approximate concentration
- Provide retrospective data analysis capabilities for newly identified compounds

Our research criminalist (aka Criminalistics Research Consultant), in collaboration with laboratory staff, has received preliminary technical guidance from a partner laboratory within California; however, the County does not possess sufficient funds to send multiple staff members for extended on-site method development and implementation training. Grant funding will allow personnel training and travel necessary to successfully bring this instrumentation fully online and operational.

LC/MS-QQQ Quantitative Method Expansion

In addition to expanded screening, LACDoME seeks to validate and enhance quantitative confirmation methods using Liquid Chromatography–Triple Quadrupole Mass Spectrometry (LC/MS-QQQ).

Specifically, we propose to:

- Validate an expanded Acid/Neutral drug panel on LC/MS/MS Including quantitative analysis of muscle relaxants, antipsychotics, barbiturates, and other commonly encountered prescription medications implicated in impaired driving and overdose deaths.
- Validate an expanded Basic drug panel on LC/MS/MS To improve quantitation of frequently encountered impairing substances involved in DUID and traffic fatality cases.
- Evaluate and if successful quantify 7-hydroxymitragynine (7-OH-mitragynine) Opioid trends continue to evolve, and although our current Pain Management Panel detects 7-hydroxymitragynine, it does not yet provide quantitative results. As this compound has increased in prevalence within Los Angeles County, quantitative capability is critical for interpretation in impairment and overdose determinations
- Delta-8 and Delta-9 THC Separation and Synthetic Cannabinoid Detection
- A central goal of this project is the validation of a robust LC-MS/MS method capable of separating and independently quantifying Delta-8-THC and Delta-9-THC.

Our current LC/MS-QQQ method cannot reliably distinguish between these two isomers, resulting in drug interferences and a significant number of inconclusive findings. This limitation hinders our ability to provide clear, data driven testimony in DUID and traffic-related fatality cases.

Schedule A

As the cannabis marketplace evolves, Delta-8-THC products have become increasingly available and may contribute to impairment. Accurate separation and quantification of Delta-8-THC and Delta-9-THC are essential to provide scientifically defensible results in court, clarify potential impairment interpretation, reduce inconclusive findings caused by isomeric interference, and strengthen reporting clarity in traffic fatality investigations. This project paired with QTOF screening will also expand our capabilities to detect and identify synthetic cannabinoids using both LC/MS-QQQ and QTOF platforms, ensuring that our laboratory remains responsive to emerging cannabis-related compounds entering the marketplace.

To ensure the successful implementation and long-term sustainability of these expanded analytical services, LACDoME will invest in comprehensive workforce development that integrates advanced training, accreditation compliance, courtroom readiness, and the addition of a paid forensic toxicology intern. As an ANAB-accredited laboratory, we recognize that maintaining the highest standards of forensic practice requires continuous education, documented competency, and rigorous method validation. Grant funding will support specialized training in LC/MS-QQQ and QTOF technologies, emerging drug detection, quantitative method development, and continued education in forensic alcohol analysis. This training will strengthen technical proficiency, reinforce quality assurance practices, and ensure continued compliance with accreditation standards. In addition, funding for a paid intern will provide essential support for method validation studies, data review, quality control processes, and implementation of expanded cannabinoid and drug testing services.

The intern position will not only help bridge operational gaps created by increased caseloads but will also serve as a workforce development pipeline, cultivating future forensic scientists trained in advanced toxicological methodologies. Collectively, these investments will enhance analytical reliability, strengthen expert testimony in DUID and drug-related cases, uphold accreditation standards, and directly support the administration of justice and public safety in Los Angeles County.

Performance Measures/Scope of Work (Proposed Solution)

Goal 1 QTOF Validation

Objective: Qualitatively validate the QTOF-LC/MS to revamp a comprehensive screen panel of over 150 drugs.

Timeline:

- Q1Y1- Purchase drug certified reference materials (CRMs)/supplies needed for validation batches; training of staff; begin process to hire paid intern
- Q2Y1- Continue validation testing and batches, training of staff
- Q3-Q4Y1- Finalize and write validation final report
- Q4Y1- Implement for standard testing

Quantitative Measurement: Completion of method development and validations, implementation of new methods and workflows for casework.

Justification: Adding this additional comprehensive testing to the LACDoME will aid in detection of drugs frequently not identified through antiquated ELISA methods of screening. After thorough analysis of the operational and financial aspects of outsourcing versus performing this testing in-house, we believe that managing and revamping this testing internally will offer significant advantages, including improved turnaround times, cost savings, enhanced quality control, more robust toxicology reports, better quality of testimony, and greater flexibility in forensic investigations.

Goal 2 Cannabinoids Validation

Objective: Detect and quantitatively report both delta-8 and delta-9 THC and their metabolites along with other identified synthetic cannabinoids of interest.

Timeline:

- Q3Y1- Purchase any drugs CRMs/supplies needed for validation
- Q4Y1-Q3Y2- Begin validation testing and batches, training of staff
- Q4Y2- Finalize and write validation final report; implement for standard testing

Schedule A

Quantitative Measurement: Completion of method development and validations, implementation for casework.

Justification: Delta-8 THC and Delta-9 THC are isomers of tetrahydrocannabinol (THC) but exhibit distinct differences in their chemical structure and pharmacological effects. Delta-9 THC is the primary psychoactive compound found in cannabis, while Delta-8 THC has a lower potency and different effects on the central nervous system. However, due to the structural similarities between these two compounds, conventional testing methods may fail to accurately distinguish between them, leading to potential legal and medical implications.

In forensic toxicology, particularly in cases of impaired driving, distinguishing between these two cannabinoids is of utmost importance. Delta-8 THC has been increasingly marketed as a legal alternative to Delta-9 THC, and consumers may unknowingly consume products containing Delta-8 THC leading to impairment while driving, creating a potential public safety risk. Therefore, the ability to accurately separate and quantify both Delta-8 and Delta-9 THC is critical for understanding the true nature of impairment and ensuring the integrity of forensic findings.

Goal 3 7-Hydroxymitragnine Quantification

Objective: Evaluate the ability to Detect and quantitatively report 7-hydroxymitragnine

Timeline:

- Q1Y1- Purchase any drug CRMs/supplies needed for validation
- Q3Y1- Begin validation testing and batches, training of staff
- Q4Y1- Finalize and write validation final report; implement for standard testing

Quantitative Measurement: Completion of method development and validations, implementation for casework.

Justification: Newly emerging unregulated drug sold in dispensaries with increased prevalence in Los Angeles County

Goal 4 Acidic and Neutral Drugs on LC/MS/MS Validation

Objective: To move our qualitative GC/MS Acid Neutral service to the LC/MS/MS and quantify drugs while expanding the panel to be more comprehensive

Timeline:

- Q2Y1- Purchase any drug CRMs/supplies needed for validation
- Q3Y1- Begin validation testing and batches, training of staff
- Q4Y1-Q3Y2- Continue validation testing and batches, training of staff
- Q4Y2- Finalize and write validation final report; implement for standard testing

Quantitative Measurement: Completion of method development and validations, implementation for casework.

Justification: Quantitative validation of our Acid/Neutral drug panel on the LC/MS-QQQ is necessary as our aging GC/MS system is being phased out of service, threatening continuity of confirmation testing for muscle relaxants, barbiturates, antipsychotics, and other CNS depressants. Transitioning these compounds to LC/MS/MS will maintain service capacity while improving sensitivity, specificity, and efficiency. CNS depressants including sedatives, muscle relaxants, and certain antipsychotics are consistently identified in impaired driving investigations, often in combination with alcohol, opioids, and/or cannabinoids. National data indicate that more than 50% of seriously or fatally injured roadway users test positive for at least one drug other than alcohol, with prescription sedating medications frequently detected in polysubstance cases. These drugs impair reaction time, coordination, attention, and judgment—functions critical to safe vehicle operation. Implementing quantitative LC/MS/MS testing will ensure defensible concentration data, strengthen interpretation in DUID and traffic fatality cases, and prevent service disruption as GC/MS is retired.

Schedule A

Goal 5 Bases Validation LC/MS/MS

Objective: To move our current bases quantification service to LC/MS/MS from our retiring NPD/GC/MS service

Timeline:

- Q4Y1-- Purchase any drug CRMs/supplies needed for validation
- Q1Y2- Begin validation testing and batches, training of staff
- Q2Y2-Q4Y2- Continue validation testing and batches, training of staff
- Q4Y2- Finalize and write validation final report; implement for standard testing

Quantitative Measurement: Completion of method development and validations, implementation for casework.

Justification: Transitioning our Basic drug quantification service from NPD/GC/MS, which will no longer be supported by the manufacturer, to LC/MS-MS is essential to maintain uninterrupted testing for a wide range of prescription and over-the-counter medications. This panel includes miscellaneous therapeutic agents such as antidepressants, antihistamines such as diphenhydramine, cardiovascular medications, and other centrally acting drugs not covered under our dedicated benzodiazepine or stimulant services. Although legally prescribed, many of these medications cause sedation, dizziness, impaired cognition, or cardiovascular effects that can compromise driving ability, especially in cases involving multiple substances.

Training to be implemented throughout the funding period includes all laboratory from Criminalist Lab Tech/Criminalist/Senior Criminalist/Criminalistics Research Consultant and any Supervision in Forensic Labs

Project Performance Evaluation

Project effectiveness will be monitored by expanding our in-house scope of detection and reporting capabilities. Not only will the above projects provide more cost-effective solutions, but they will also provide a more comprehensive picture for death investigation supported by more thorough toxicology data and reports. As testing in-house allows for testing multiple specimens per decedent, the LACDoME will be able to provide more thorough interpretive information on our toxicology reports.

A significant portion of the data generated through death investigations remains unpublished and/or shared with law enforcement and public health partners, creating a backlog in data sharing that limits its full potential for use in ongoing investigations, public health initiatives, and policy development. This data encompasses critical toxicology reports, case documentation, and analytical results from forensic tests, including those related to substance abuse, impaired driving, and other public safety concerns. While this information holds immense value for law enforcement agencies in solving crimes, identifying trends in substance abuse for public health considerations, and supporting criminal prosecutions, it has not been systematically compiled or shared in a timely manner. Currently, the most recent data produced by the LACDoME is from 2024, an improvement over previous multi-year delays thanks to the recent addition of an epidemiologist to the department's staff.

Furthermore, this additional data could serve as a valuable resource for public health agencies, offering insights into the prevalence of specific substances, the emergence of new psychoactive drugs, and trends in public health risks. Proper documentation, analysis, and sharing of this information would contribute to the development of more informed public health policies, prevention strategies, and intervention programs aimed at reducing harm in the community.

To maximize the potential of this additional data and support the mission of both law enforcement and public health agencies, the LACDoME is committed to addressing the backlog in data sharing. The laboratory is currently deploying a Laboratory Information Management System (LIMS) to streamline data entry, enhance reporting accuracy, and improve data sharing protocols with law enforcement and public health partners. Progress will be tracked using key performance indicators such as the number of cases processed in-house, the percentage of backlog reduced, turnaround times for toxicology reports, and the frequency of data shared with external partners. These measures will ensure that the insights generated contribute meaningfully to public health and safety outcomes.

Program Sustainability

These projects should be completed by the end of the grant period or in the final stages of report writing.

Schedule A

Administrative Support

Jessica Gadway is our department's new Chief of Forensic Labs and has led the department's Quality Assurance and research efforts over the last decade. Combined with our Criminalistics Research Consultant, Christopher Dal Chele, and our Supervising Criminalist II, Sarah Buxton de Quintana, our laboratory has the background and support to carryout these projects. We also have multiple Senior Criminalists with years of method development and validation experience. Administratively, the department has implemented a process and agreed to support and accept any grant awarded money to guarantee advancement within the Labs Division.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
30991	Los Angeles Medical Examiner	\$297,400.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	Consumables	\$58,565.00
	Registration Fees	\$10,000.00
	Category Sub-Total	\$68,565.00
Personnel	CLT/Criminalist/Senior Criminalist/Criminalistics Research Consultant	\$96,835.00
	Category Sub-Total	\$96,835.00
Travel	Conference Travel	\$12,000.00
	Category Sub-Total	\$12,000.00
Consultants/Contracts	Criminalist Intern	\$120,000.00
	Category Sub-Total	\$120,000.00

Grant Total	\$297,400.00
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Schedule B-1 Budget Narrative

Los Angeles Medical Examiner

Other Direct Costs

Consumables

\$58,565.00

Cost of Certified reference materials/reagents, glassware, and other laboratory items required for method research and validation. SPE columns are required for all validations. GCLCMS/QTOF parts not covered under service contracts (i.e. guard columns and replacement lines).

Registration Fees

\$10,000.00

Registration Cost for Borkenstein-2 Senior criminalists/criminalists to attend over 2-year grant period COST: \$1,800 X2, Total \$3,600

CAC registration and workshop cost for 4 Senior Criminalists/criminalists over 2-year period. CAC Registration, Quantity 4, \$600/person, Total \$2,400

CAT registration for 4 criminalists/senior criminalists/CLT over 2 years, ideally 1 each training held twice a year, CAT Registration, Quantity 4, \$400/person, Total \$1,600

SOFT registrations and workshop cost for 2 Senior Criminalists/criminalists over 2-year period@ \$1200/person, Total \$2,400

Personnel

CLT/Criminalist/Senior Criminalist/Criminalistics Research Consultant

\$96,835.00

Top step Senior Criminalist Salary 70/hr- cost of FOUR (4) Criminalist/Research Criminalist to conduct method research and validation outside of casework. Approximately 1380 hours of budgeted work for projects. This was calculated using the average time taken to run the GC/MS, LC/MS, QTOF, extracting desired drugs from samples/standards, and writing up reports for validation batches, making reagents and drug standards, as well as time for compiling the data for a validation report and training of new analysts in the new methods.

Travel

Conference Travel

\$12,000.00

CAC- California Association of Criminalist Conference- instate- either northern or southern California locations not yet determined for 2027 2028, 2 Senior Criminalists each year (4 TOTAL), flights (if needed) \$500/roundtrip per analyst, Lodging for 5 days \$600/analyst, \$100/per diem per analyst = \$1,200 X4= \$4,800 .

CAT- California Association of Toxicologist Conference, held twice a year spring/winter, 1 senior criminalist each session (4 TOTAL) for 2 years, \$500/roundtrip per analyst, Lodging for 5 days \$600/analyst, \$100/per diem per analyst = \$1,200 X4= \$4,800

SOFT-Chicago 2026 and Rhode Island 2027, 1 senior criminalist each year (2 TOTAL), flights \$500/roundtrip per analyst, Lodging for 5 days \$600/ criminalist, \$100/per diem per criminalist; = \$1,200 X2= \$2,400

Schedule B-1
Budget Narrative

Los Angeles Medical Examiner

Consultants/Contracts

Criminalist Intern

\$120,000.00

Paid criminalist intern to be paid \$60,000/year for 2 years. Will be calculated at hourly rate up to \$60,000 year. Intern will be assigned to the Criminalistics Research Consultant and will help facilitate validation and method development under their direction with the help of Criminalists/Senior Criminalists and CLTs in the lab.

September 01, 2026

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF MEDICAL EXAMINER

AUDITOR-CONTROLLER:
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2026-27
4 - VOTES

SOURCES	USES
MEDICAL EXAMINER A01-ME-88-8831-19150 STATE-OTHER INCREASE REVENUE298,000	MEDICAL EXAMINER A01-ME-1000-19150 SALARIES & EMPLOYEE BENEFITS INCREASE APPROPRIATION97,000
	MEDICAL EXAMINER A01-ME-2000-19150 SERVICES & SUPPLIES INCREASE APPROPRIATION201,000
SOURCES TOTAL\$298,000	USES TOTAL\$298,000

JUSTIFICATION

Reflects an increase in State grant revenue from the California Highway Patrol for the Cannabis Tax Fund Grant Program and a corresponding increase in Salaries & Employee Benefits and Services and Supplies. Funding will be used by the Department for personnel, travel, consultants, contracts and other direct costs for FY 2026-27 and FY 2027-28.

Dr. Nichelle H. Shaw

Digitally signed by Dr. Nichelle H. Shaw
Date: 2026.07.21 13:56:16 -07'00'

AUTHORIZED SIGNATURE

Nichelle Shaw, Admin Deputy

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

AUDITOR-CONTROLLER

B.A. NO. 012

☐ ACTION

☒ RECOMMENDATION

BY Andrea Turner

DATE 7/22/26

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

DATE

Brian Hoffman

BY Hoffman

DATE

Digitally signed by Andrea Turner
Date: 2026.07.22 10:36:10 -07'00'

Digitally signed by Brian Hoffman
Date: 2026.07.24 10:56:45 -07'00'