

## **Attachment A – Scope of Work**

### **1. Service Overview**

As described in this Scope of Work (SOW), the Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

- A. Implementation Schedules
- B. Establishing RFA Process
- C. Contracting with Grantees
- D. Fiscal Intermediary
- E. Training and Technical Assistance (TA)
- F. Project Management
- G. Data Collection and Performance Measures
- H. Quarterly Reporting
- I. Monitoring Grantees
- J. Ongoing Communication with DHCS
- K. Final Reports

DHCS has received funding from the Substance Abuse and Mental Health Services Administration (SAMHSA) and funding from the Behavioral Health Continuum Infrastructure Program. DHCS will use these funds for multiple statewide and county projects, including two statewide projects to 1) support behavioral health (BH) mobile crisis and non-crisis services, and 2) provide behavioral health justice intervention services.

#### *Behavioral Health Mobile Crisis and Non-crisis Services*

DHCS will develop and release a request for application (RFA) with two separate tracks of funding that counties may apply for:

- A. Track 1 – Planning grants to assess the need, and develop an action plan, to address the need of mobile crisis and non-crisis programs.
- B. Track 2 – Implementation grants to implement and fund Crisis Care Mobile Units (CCMU).

Depending on the Contractor's readiness, DHCS may require the Contractor's assistance in reviewing proposals and selecting the grantees. The Contractor will fully assume administration of the project after grantees are selected.

#### *Behavioral Health Justice Intervention Services*

Contractor will be responsible for all administrative elements of the Behavioral Health Justice Intervention Services project, including the development and release of the RFA.

Grantees of this project will provide behavioral health crisis intervention training and programs for law enforcement and other first responders, and/or fund social workers, counselors, case managers, and peer support specialists to be embedded within local law enforcement during emergency responses.

**2. Service Location**

The Contractor shall perform all services statewide.

**3. Service Hours**

The Contractor shall perform all services during normal Contractor working days and hours.

**4. Contract Period**

This agreement shall be effective from September 1, 2021 to June 30, 2025.

**5. Project Representatives**

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services	Contractor's Name [TBD]
P.O. Box 997413, MS 2600 Sacramento, CA 95899-7413 Contract Manager: Telephone: (916) 327-3176 Fax: (916) 440-5230 Email: @dhcs.ca.gov	Name of Contractor's Contract Manager: [TBD] Telephone: [TBD] Fax: [TBD] Email: [TBD]

B. Direct all inquiries to:

Department of Health Care Services	Contractor's Name [TBD]
P.O. Box 997413, MS 2600 Sacramento, CA 95899-7413 Contract Manager: Telephone: (916) 327-3176 Fax: (916) 440-5230 Email: @dhcs.ca.gov	Section or Unit Name, if applicable [TBD] Name: [TBD] Street address [TBD] P.O. Box Number, if applicable [TBD] City, State Zip Code [TBD]  Telephone: [TBD] Fax: [TBD] Email: [TBD]

- C. Either party may make changes to the information in Section 5 (A) and (B) above by giving written notice to the other party. Changes shall not require an amendment to this Agreement.

## **6. Services to be Performed**

### **A. Implementation Schedules**

The Contractor shall, within thirty (30) days of the execution of this Contract, provide DHCS two separate Implementation Schedules that set forth the anticipated dates of the Behavioral Health Mobile Crisis and Non-crisis Services and the Behavioral Health Justice Intervention Services project activities to be implemented throughout the entirety of the Contract Period. The schedule shall include scheduled internal meetings with the DHCS team, state and federal reporting timelines (as applicable), grant recipient monitoring visits, and other project deliverables. If there are significant changes or deviations to the Implementation Schedules, the Contractor is responsible for notifying DHCS in a timely manner.

The Implementation Schedule will also assist DHCS in determining the timing of payments to the Contractor. Payments are dependent upon completion of the deliverables outlined in the Implementation Schedules. DHCS shall process each invoice within sixty (60) calendar days.

### **B. Establishing RFA Process**

The Contractor, within sixty (60) days of the execution of this Contract, shall be responsible for assisting DHCS with establishing and overseeing the RFA process to identify and convey funds for the Behavioral Health Justice Intervention Services project. The Contractor shall be responsible for assisting DHCS with drafting the RFA, developing criteria, circulating the RFA to potential applicants, reviewing proposals, and conveying funding.

DHCS will establish and oversee the RFA process to identify funds for the Behavioral Health Mobile Crisis and Non-crisis Services program. Depending on the Contractor's readiness, DHCS may require the Contractor's assistance in reviewing proposals. The Contractor shall convey funds to grantees, based on DHCS' selections.

### **C. Contracting with Grantees**

The Contractor, within sixty (60) days of the grantee announcements for both projects, shall be responsible for developing and executing contracts with the grantees of the Behavioral Health Mobile Crisis and Non-crisis Services and the Behavioral Health Justice Intervention Services projects. The Contractor must

ensure that each grantee is compliant with contractual obligations and is responsible for establishing a process to remedy areas of non-compliance.

#### D. Fiscal Intermediary

By way of each contract, the Contractor will serve as the administrative entity, responsible for managing, processing, and distributing payments to grantees for both projects. The Contractor will ensure that each grantee receives funding in a timely fashion and pursuant to contractual obligations. The Contractor will also be responsible for keeping a detailed account of all funds distributed and expended, by whom they were spent, and how the funds were utilized.

#### E. Training and Technical Assistance (TA)

The Contractor will provide training and TA opportunities for all grantees. This may include:

1. Learning Collaborative Webinars: The Contractor shall coordinate (and host as appropriate) Training and TA Learning Collaborative sessions through webinars to share information about projects, offer guidance to grantees, allow for grantees to share outcomes from projects, etc. The Contractor will hold webinars on an as-needed basis, or as directed by DHCS.
2. Resources such as frequently asked question briefs (FAQs), policy briefs, and/or toolkits.
3. Coaching Calls: The Contractor shall schedule Monthly Coaching Calls with Behavioral Health Mobile Crisis and Non-crisis Services and the Behavioral Health Justice Intervention Services grantees provide the following:
  - a. Assist with the development and/or update of an implementation plan to include goals, measures, and key changes;
  - b. Share technical content and evidence-based practices for integrating BH Crisis/Non-crisis and/or BH Justice Intervention Services;
  - c. Assist with the identification, testing, and implementation of workflow changes;
  - d. Provide technical assistance; and
  - e. Monitoring project progress.

#### F. Project Management

The Contractor is responsible for project managing implementation of the Behavioral Health Mobile Crisis and Non-crisis Services and Behavioral Health Justice Intervention Services projects. This includes contracting with grantees, ensuring compliance with contractual obligations, data collection, monitoring

activities, compliance with federal reporting requirements, and other project deliverables, as required by DHCS.

**G. Data Collection and Performance Measures**

The Contractor shall specify performance measures for each project with DHCS approval. The Contractor will be responsible for collecting data from grantees, analyzing data, and presenting to DHCS according to the Quarterly Reporting schedule found in Section H.

**H. Quarterly Reporting**

The Contractor shall submit Quarterly Reports to DHCS containing information identified according to Section G for each grantee. The Contractor shall submit separate Quarterly Reports for the Behavioral Health Mobile Crisis and Non-crisis Services project and the Behavioral Health Justice Intervention Services project. As the Behavioral Health Justice Intervention Services project will have a delayed implementation schedule, a First Quarterly Report is only due for the Behavioral Health Mobile Crisis and Non-crisis Services project. The dates and quarters are based upon the State Fiscal Year, but are subject to change.

The Quarterly Reporting schedule is as follows:

<b>Quarter</b>	<b>Period</b>	<b>Due Date to DHCS</b>
1 <sup>st</sup> Quarter	09/01/2021 – 09/30/2021	11/01/2021
2 <sup>nd</sup> Quarter	10/01/2021 – 12/31/2021	02/01/2021
3 <sup>rd</sup> Quarter	01/01/2022 – 03/31/2022	05/01/2022
4 <sup>th</sup> Quarter	04/01/2022 – 06/30/2022	08/01/2022
5 <sup>th</sup> Quarter	07/01/2022 – 09/30/2022	11/01/2022
6 <sup>th</sup> Quarter	10/01/2022 – 12/31/2022	02/01/2023
7 <sup>th</sup> Quarter	01/01/2023 – 03/31/2023	05/01/2023
8 <sup>th</sup> Quarter	04/01/2023 – 06/30/2023	08/01/2023
9 <sup>th</sup> Quarter	07/01/2023 – 09/30/2023	11/01/2023
10 <sup>th</sup> Quarter	10/01/2023 – 12/31/2023	02/01/2024
11 <sup>th</sup> Quarter	01/01/2024 – 03/31/2024	05/01/2024
12 <sup>th</sup> Quarter	04/01/2024 – 06/30/2024	08/01/2024
13 <sup>th</sup> Quarter	07/01/2024 – 09/30/2024	11/01/2024
14 <sup>th</sup> Quarter	10/01/2024 – 12/31/2024	02/01/2025
15 <sup>th</sup> Quarter	01/01/2025 – 03/31/2025	05/01/2025
16 <sup>th</sup> Quarter	04/01/2025 – 06/30/2025	08/01/2025

The Contractor shall also be responsible for complying with all federal reporting requirements related to this project.

**I. Monitoring Grantees**

The Contractor shall develop mechanisms and processes to oversee and monitor the grantees to ensure compliance with contractual obligations. Monitoring activities can include onsite visits, desk reviews, etc. While DHCS acknowledges that it may not be feasible to monitor all grantees, the Contractor will be responsible for conducting a sampling of onsite visits and/or desk reviews of grantees to protect against fraud and abuse throughout the term of the contract.

#### J. Ongoing Communication with DHCS

The Contractor shall convene and facilitate ongoing DHCS leadership meetings regarding the implementation of the grantee projects. These meetings will provide opportunities to discuss project progress, resolve implementation barriers and challenges, and to ensure appropriate linkages and coordination with other projects supported by SAMHSA funding.

#### K. Final Reports

The Contractor shall submit two separate Final Reports regarding the Behavioral Health Mobile Crisis and Non-crisis Services project and the Behavioral Health Justice Intervention Services project to DHCS no later than thirty (30) days after the end of the Contract period. The Final Reports shall be comprehensive and include:

1. Templates, documents, or materials developed during the Contract Period. This includes a copy of the RFA to identify grantees, a boilerplate contract, and other key resources generated for the grantees during the Contract Period.
2. A summary of barriers and challenges encountered throughout the implementation of the project. The summary of challenges shall include specific scenarios that arose throughout the Contract.
3. A summary of successful strategies and procedures utilized by the Contractor and grantees to expand CCMU programs and behavioral health intervention training and programs for first responders throughout California.
4. Contractor shall additionally provide a final quantitative analysis of the grantees, including the total number of grantees that were funded, a breakdown of what the funding was used for, and the anticipated financial and infrastructural sustainability of the grantee projects two years following the expiration of the Contract.

#### 7. **Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d), and regulations implementing that act as

set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

## **8. Records and Record Keeping**

- A. The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.
- B. SAMHSA, the Inspector General, the Controller General, and the Department, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Contractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the requested documents.
- C. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Contractor.

## **9. Monitoring and Site Inspections**

- A. The Contractor shall be subject to monitoring by the Department for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Contractor's services, procedures, books, and records, as the Department deems appropriate. The Department may conduct monitoring activities at any time during the Contractor's normal business hours.
- B. The Department shall conduct a review of the Contractor's records to determine if any of the claimed expenditures were an improper use of grant funds.
- C. The refusal of the Contractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for the Department to complete its monitoring and inspection activities constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate the Agreement for cause.

## **10. Contractor Non-Compliance**

- A. If the Contractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, the Department may impose additional conditions on the Contractor, including:
  - 1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;
  - 2. Requiring additional or more detailed financial reports;
  - 3. Requiring technical or management assistance; and/or
  - 4. Establishing additional prior approvals.
  
- B. If the Department determines that the Contractor's noncompliance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
  - 2. Disallow all or part of the cost of the activity or action not in compliance.
  - 3. Wholly or partly suspend the Contract activities or terminate the Contract.
  - 4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
  - 5. Withhold further Federal funding.
  - 6. Take other remedies that may be legally available.

## **11. Federal Requirements**

The Contractor shall comply with the following Federal laws:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended.
- B. Age Discrimination Act of 1975 (45 CFR Part 90).
- C. Section 1557 of the Affordable Care Act.
- D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
  - 1. California Government Code Section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
- E. Section 504 of the Rehabilitation Act of 1973.
- F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175).



- G. Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
- H. Byrd Anti-Lobbying Amendment (31 USC 1352).
  - 1. The Contractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
  - 1. The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.