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Scope of Work

1. Description of Services

On April 20, 2017, the Substance Abuse and Mental Health Services Administration (SAMHSA) awarded the State Targeted Response to the Opioid Crisis Grant to California's Department of Health Care Services (Department). The purpose of the grant is to address the opioid crisis by improving access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for opioid use disorder (OUD).

This Agreement implements the California Hub and Spoke System (CA H&SS) of the California Medication Assisted Treatment (MAT) Expansion Project funded by the grant. Each CA H&SS consists of a "Hub" and multiple "Spokes". An existing Narcotic Treatment Program (NTP) or Medication Unit will serve as the Hub while federally approved Data 2000 waived prescribers who prescribe or dispense buprenorphine in office-based settings will serve as the Spokes. Hubs shall serve as a regional resource with a broad public health mission.

2. Service Overview

As described in this Scope of Work, the Contractor, serving as the Hub, shall be responsible for the following:

1. Outreach
2. Treatment Services
3. Data Collection and Performance Measures
4. Reports
5. Evaluation
6. Training
7. Invoices
8. Subcontracting

3. Service Location

The Contractor shall be available to perform all services within the Hub and Spoke facilities meeting the requirements of the CA H&SS.

4. Service Hours

The Contractor shall provide services during the hours specified in its NTP policies and procedures approved by the Department, in accordance with California Code of Regulations (CCR) Title 9, Section 10030. The hours of operation for services to MAT Expansion Project patients shall be no less than the hours of operation for services provided to non-grant funded patients.

5. Project Representatives

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

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Department of Health Care Services	Contractor's Name
Contract Manager: Kevin Masuda Telephone: (916) 327-3098 Fax: (916) 322-7388 Email: Kevin.Masuda@dhcs.ca.gov	[Enter Name of Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXXXXXXX@XXXXXXX

B. Direct all inquiries to:

Department of Health Care Services	Contractor's Name
Substance Use Disorder Compliance Division: P.O. Box 997413, MS 2600 Sacramento, CA 95899-7413 Contract Manager: Kevin Masuda Telephone: (916) 327-3098 Fax: (916) 322-73-88 Email: Kevin.Masuda@dhcs.ca.gov	[Enter Name of Contract Manager] Attention: [Enter name, if applicable] Street address & room number, if applicable P.O. Box Number (if applicable) City, State, Zip Code Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXXXXXXX@XXXXXXX

C. Either party may make changes to the information in this Section 5 by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

6. Definitions

The following definitions shall apply to this Agreement:

CA H&SS: CA H&SS means a model comprised of NTPs or Medication Units that serve as the Hubs and Data 2000 waived prescribers who prescribe buprenorphine in office-based settings who serve as the Spokes.

Contractor: Contractor means the lead entity over the CA H&SS. The Contractor may be a NTP, Medication Unit, Federally Qualified Health Center (FQHC), or county.

Counseling: Counseling means individual and group sessions provided by a licensed professional or an individual registered or certified pursuant to Title 9, CCR, Division 4, Chapter 8. Counseling provided at a NTP shall conform to Title 9, CCR, Division 4, Chapter 4 .

Hub: Hub means a Department licensed NTP or Medication Unit.

Medication Assisted Treatment: Medication Assisted Treatment means a combination of medications utilized to treat an OUD in conjunction with counseling services.

Recovery Service: Recovery Service means services provided to a patient to maintain the patient's abstinence from the use of alcohol or drugs, maintain sobriety, or maintain any goal or objective that a patient achieved during treatment for his or her substance use disorder. Recovery Service includes any service designed to initiate, support, and enhance recovery.

Spoke: Spoke means either (1) a federally waived prescriber who prescribes and/or administers buprenorphine, or (2) one or more federally waived prescribers and a MAT team consisting of a

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licensed health practitioner and/or licensed behavioral health professional to perform duties that do not require a prescribing license. A Spoke may consist of individually waived professionals, FQHCs, or SUD treatment providers. NTPs and MUs cannot be Spokes.

Subcontractor: Subcontractor means the individual or entity that contracts with the Contractor to perform services for the H&SS.

Waivered Prescriber: Waivered Prescriber means a physician, nurse practitioner, or physician assistant who obtains a federal Data 2000 waiver from SAMHSA to prescribe buprenorphine. Waivered prescribers who provide services outside of a NTP or Medication Unit must have this federal waiver since buprenorphine is a scheduled narcotic.

7. Required Services to be Performed

A. Outreach

1. The Contractor shall develop a community outreach plan for the purpose of distributing information regarding services available under the MAT Expansion Project with the goal of increasing treatment to individuals in need. The outreach plan must include the following minimum elements:
 - a. Communication Plan. A communication plan shall notify local entities and individuals regarding the OUD services available at the CA H&SS. The plan shall include target audiences including the county Behavioral Health Department, local criminal justice entities, local opioid coalitions, and local substance use disorder (SUD) treatment providers.
 - b. Engagement of Individuals. A description of efforts to engage individuals with an OUD to seek treatment at the CA H&SS.
 - c. Timeframes. A description of timeframes for notifying impacted individuals and entities of services available under the MAT Expansion Project.

The Contractor may include additional elements in the outreach plan to address unique local or regional concerns.

2. The Contractor shall submit to the Department a draft of the outreach plan no later than 30 calendar days following the execution of this Agreement. The outreach plan shall be no longer than 10 typewritten pages. Within 30 calendar days from receipt of the Contractor's outreach plan, the Department shall either approve the plan as submitted or provide the Contractor written notice requiring modifications to the plan. The Contractor shall re-submit the revised outreach plan within 15 days of receiving notice from the Department. Within 15 calendar days from receipt of the Contractor's revised outreach plan, the Department shall either approve the revised plan as submitted or provide the Contractor written notice requiring additional modifications to the plan.
3. The Contractor shall coordinate and participate in the local opioid coalitions in its county.
4. The Contractor shall identify at least one staff member who shall attend all Department CA H&SS Steering Committee meetings.

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B. Treatment Services

1. The Contractor shall provide the following CA H&SS treatment services to MAT Expansion Project patients:
 - a. Assessment and diagnosis of an OUD;
 - b. Counseling;
 - c. HIV and HCV testing and referral to appropriate services;
 - d. Case management, including coordination of referrals for housing, insurance, and entitlements such as food or income assistance, and travel needs;
 - e. Professional medical, social work, and mental health services, offered to patients onsite or by referral;
 - f. Recovery and/or peer support services;
 - g. Local access to maternal addiction treatment, either onsite or by referral, to include, at a minimum, universal prenatal screening for alcohol and drug use, counseling, case management, and MAT. Maternal addiction services may be provided in-person or telehealth providers, and should include collaborative management with a delivery facility capable of treating infants with neonatal abstinence syndrome.

2. In addition to providing the treatment services identified in Section 7(B)(1), the Contractor shall:
 - a. Serve as the subject matter expert on opioid dependence and treatment to the Spokes;
 - b. Utilize the OBOT Stability Index, identified as Attachment 1 and incorporated by reference;
 - c. Utilize the Treatment Need Questionnaire tool, identified as Attachment 2 and incorporated by reference;
 - d. Prescribe and dispense methadone. If the Contractor is not a NTP or MU, this requirements does not apply until a NTP or MU is established;
 - e. Prescribe and dispense buprenorphine for the clinically complex patients;
 - f. Ensure patients and family members, if requested, have a prescription and training for naloxone;
 - g. Provide support to the Spokes on buprenorphine inductions, and clinical, or programmatic advice; and
 - h. Transfer patients to subcontracted Spokes for MAT Expansion Project services.

3. In addition to mandatory requirements described in Section 7(A) and (B), the Contractor may:
 - a. Transfer patients out of CA H&SS if a higher level of care is necessary;
 - b. Prescribe and dispense all other FDA approved medications for MAT.

C. Data Collection and Performance Measures

1. The Contractor shall collect all data elements for the CA H&SS patients identified below. These data elements shall be collected and reported quarterly to the Department on the dates set forth in Section 7(D).
 - a. Number of people who receive OUD treatment;
 - b. Number of people who receive OUD recovery services;
 - c. Number of providers implementing MAT;

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- d. Number of OUD prevention and treatment providers trained, including nurse practitioners, physician assistants, physicians, nurses, counselors, social workers, and case managers; and
 - e. Naloxone data including the number of prescriptions provided to patients, utilized by patients, and overdose reversals.
2. In addition to collecting the data identified in in Section 7(C)(1), the Contractor shall identify and track additional metrics aimed at quality improvements of patient care. The Contractor shall identify quality improvement measures by the fourth month following execution of this Agreement and submit those measures to the Department for approval.
- a. Examples of appropriate measures include:
 - i. Increasing the number of patient admissions to the Hub and Spokes;
 - ii. Percentage of intakes performed on the same day of a referral; and,
 - iii. Percentage of patients admitted at the Hub who receive confirmed care at a Spoke.
3. The Contractor shall revise the quality improvement measures annually or as needed, in collaboration with DHCS, to address current situations and high priority challenges. All revisions to the measures shall be submitted to, and approved by, the Department.
4. The Contractor shall report on the identified measures and the quality improvement activities aimed at improving performance on these measures in the quarterly report described in Section 7(D).

D. Reports and Policies

1. The Contractor shall submit quarterly reports to the Department. The reports shall consist of data outlined in Section 7(C)(1), performance measures outlined in Section 7(C)(2), and expenditures for invoicing outlined in Section 7(G). The Contractor shall submit quarterly reports via email to the Department Contract Manager on the following dates:

Quarter	Period	Due Date to DHCS
Initial Quarter	07/01/2017 – 09/30/2017	10/15/2017
2 nd Quarter	10/01/2017 - 12/31/2017	01/15/2018
1 st Quarter	01/01/2018 - 03/31/2018	04/15/2018
2 nd Quarter	04/01/2018 - 06/30/2018	06/15/2018
3 rd Quarter	07/01/2018 - 09/30/2018	10/15/2018
4 th Quarter	10/01/2018 - 12/31/2018	01/15/2019
1 st Quarter	01/01/2019 - 03/31/2019	04/15/2019
2 nd Quarter	04/01/2019 - 06/30/2019	06/15/2019
3 rd Quarter	07/01/2019 - 09/30/2019	10/15/2019
4 th Quarter	10/01/2019 - 12/31/2019	01/15/2020

2. The Contractor shall prepare necessary policies to describe what procedures will in place to ensure other available funding sources are used first before grant funds. The Contractor shall submit these policies to the Department no later than 30 calendar days following the execution of this Agreement.

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3. [Reserved for additional requirements if needed]

E. Evaluation

1. The Contractor shall participate in an evaluation of the effectiveness of the CA H&SS model conducted by the University of California, Los Angeles (UCLA).
2. The Contractor shall collaborate with the University of California of Los Angeles, Integrated Substance Abuse Program (UCLA-ISAP) evaluation staff in all evaluation efforts, including the coordination of patient questionnaires and interview questions, Spoke prescriber interviews, and other requirements outlined by UCLA. The Contractor shall be the lead contact for any information and assistance required by UCLA.
3. The Contractor shall provide UCLA with email addresses for Hub and Spoke management and staff. UCLA will email Hub and Spoke management and staff surveys to complete online. The Contractor shall work with UCLA to ensure management and staff complete the online surveys.
4. The Contractor shall identify key members of the Hub and Spoke management and staff to participate in UCLA evaluator interviews. Interviews shall occur annually during the term of this Agreement and will be scheduled by UCLA evaluators.
5. The Contractor shall distribute and collect completed patient release and contact information forms, provided by UCLA, from randomly selected MAT Expansion Project patients. The Contractor shall maintain a count of the number of patients who declined to complete the release and contact information and report the number to UCLA. The Contractor shall scan and upload completed forms to the Department.
6. The Contractor shall participate in annual surveys conducted by UCLA to discuss implementation barriers, facilitators, recommendations, and other topics related to the implementation of the CA H&SS.

F. Training

1. The Contractor shall identify staff to participate in the following trainings and meetings:
 - a. Initial Orientation and Learning Collaborative.
 - i. An initial one-day statewide orientation referred to as the CA H&SS Orientation Training is projected to occur during July 2017.
 - ii. Four Learning Collaborative meetings will be scheduled every six months over the course of the two-year Agreement. These half-day meetings will provide an opportunity for Hubs and Spokes to become familiar with each other and develop collaborative relationships and procedures.
 - b. Statewide MAT Training. UCLA will organize and facilitate two statewide daylong trainings for the staff of Hubs and Spokes (including administrators) during each year of this Agreement.
 - c. UCLA Clinical Trainings. A minimum of 20% of the Contractor's clinical staff shall attend UCLA clinical trainings. One 6-hour training shall be offered regionally. These trainings are designed to:
 - i. Review the most significant clinical challenges faced in the specific region;

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- ii. Present evidence based/best practices that are known to be useful to address the identified challenges; and
 - iii. Provide skill practice and role-playing of clinical skills to promote use of the techniques presented.
2. The Contractor shall ensure that all Hub staff are trained in Motivational Interviewing (MI) no later than the fourth month following execution of this Agreement.

G. Invoices

1. The Contractor shall submit invoices via email to the Contract Manager as part of the quarterly reports. Each invoice shall contain actual expenditures from the previous quarter set forth on the CA H&SS Invoicing form, identified as Attachment 3 and incorporated by reference. The Department shall review and approve all invoices prior to rendering payment.
2. The Contractor shall submit all subcontractor expenditures to the Department and the Contractor will render payment to the subcontractor.
3. The CA H&SS projected budget will be approved by DHCS during the RFA selection process. The Contractor may shift funds between expenditure categories up to 5% without DHCS approval. Any shifts greater than 5% of the total projected expenditures identified on the CA H&SS Proposed Budget, the Contractor must receive approval from DHCS prior to providing services. Actual CA H&SS expenditures shall be submitted to DHCS for the following categories:

Personnel
Outreach
Treatment Services
Miscellaneous Services

4. [Reserved for additional requirements if needed]

H. Subcontracting

1. The Contractor shall enter into subcontracts with Spokes that meet the following minimum qualifications:
 - a. One waived prescriber with a federal Data 2000 waiver; and
 - b. Any form of Medi-Cal certification including, Fee-for-Service and/or Drug Medi-Cal certification obtained prior to entering a subcontract. Independent waived physicians must have Medi-Cal certification within one year of entering a subcontract.
2. The Contractor's subcontract shall require the Spokes:
 - a. Provide ongoing care for patients with milder addictions as determined by the Treatment Needs Questionnaire;
 - b. Manage induction and maintenance, unless otherwise agreed in the subcontract;
 - c. Monitor adherence to treatment, conduct drug screenings, and coordinate access to recovery supports;
 - d. Collect minimal data elements, including numbers of patients in care and retention in treatment;

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- e. Adhere to standards of care for managing patients on buprenorphine, including utilization of the OBOT Stability Model, identified as Attachment 2;
 - f. Provide, or refer, patients to counseling services;
 - g. Check the prescription drug monitoring program database (CURES) initially and every four months, documenting these actions in the chart;
 - h. Prescribe buprenorphine;
 - i. Ensure patients have a prescription for naloxone; and
 - j. Comply with all grant funding limitations and restrictions.
3. The Contractor's subcontract with the Spokes may also address the following:
- a. Staffing models.
 - i. The Vermont staffing model is one educator/panel manager (typically a nurse) and one case manager (typically a licensed clinical social worker) for every 100 patients. Spokes may, however, propose alternate staffing models to cover its duties with roles filled by advance practice clinicians, pharmacists, licensed vocational nurses, medical assistants, marriage and family therapists, social workers, addiction counselors, and peer providers, so long as each individual only practices within the scope of his or her respective license or certification.
 - b. Prescribing and dispensing FDA approved medications, in addition to buprenorphine, for MAT.

8. Grant Funding Limitations and Restrictions

- a. Grant funds are subject to the following limitations and restrictions:
 - i. Grant funds shall be utilized as a fund of last resort.
 - ii. The Contractor shall use all other sources of revenue available to provide services under the CA H&SS. The Contractor shall therefore assist individuals with health insurance applications and enrollment for eligible, uninsured patients. An eligible individual must obtain Medi-Cal to cover cost of services. Grant funds cannot be used to pay for services for individuals who qualify for Medi-Cal but do not apply.

The Contractor shall also consider whether an individual may be eligible for other benefits such as those available for veterans or seniors.

Grant funds shall only pay for: (1) services to individuals who are not covered by public or commercial health insurance plans, (2) services to individuals whose coverage has been formally determined to be unaffordable, or (3) services that are not sufficiently covered by an individual's health insurance plan.

- iii. Grant funds may pay for medication costs, including all FDA-approved medications for MAT, when no other funding source exists. If a new FDA-approved medication(s) become available during the term of this Agreement, the Contractor may utilize grant funds for the newly approved medication. Hubs in non-participating Drug Medi-Cal Organized Delivery System Waiver counties may use grant funds for costs associated with buprenorphine prescriptions (professional services and on-site buprenorphine dispensing).

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- iv. Professional service fees, including prescribing physician, physician assistant, and nurse practitioner costs, cannot be reimbursed with the grant funds except in cases where initial start-up costs are required for the first six months, or to cover uninsured patients not eligible for other coverage. The Contractor shall cover professional fees using other funding sources.
- v. Grant funds may be used to hire a consultant to conduct academic detailing (in-person brief educational visits), coaching, mentoring, or other duties.
- vi. Grant funds may be used toward opioid coalition efforts, if approved by the Department through the Request for Application process.
- vii. The Contractor may use up to 5% of total contracted funds as approved in the Request For Application proposed budget for infrastructure costs to expand services or implement the new model. These costs may include, but are not limited to, purchasing safes to store buprenorphine or methadone, minor facility improvements necessary for expansion at a NTP or MU, or other similar infrastructure costs. Grant funds shall not be used to purchase a lease or build a new facility structure. Grant funds may be utilized to improve the data infrastructure at the CA H&SS. Data infrastructure improvements may include, but are not limited to, amending electronic health records, adding electronic forms, or other data infrastructure needs.
- viii. Grant funds may be utilized to cover telehealth infrastructure and mobile technology costs in the CA H&SS up to 5% of the total contracted funds as approved in the Request For Application proposed budget. Funds may be utilized to cover telehealth services, which are not covered by a current funding source.
- ix. Grant funds may be utilized to purchase tokens or transportation vouchers for CA H&SS patients.
- x. The Contractor may use grant funds to hire a staff member to coordinate all CA H&SS activities required under this Agreement.

b. [Reserved for additional requirements if needed]

9. Monitoring and Audits

- 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 and auditing of the Contractor's treatment services, patient files, management 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 Contractor shall retain all records that substantiate its invoiced expenditures. The Contractor shall keep these records for a minimum of one-year following the termination of this Agreement.
- c. After the Contractor receives payment on any invoice submitted in accordance with Section 7(G), 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.
- d. If the Department identified inappropriate CA H&SS expenditures, the Contractor will be required to return the grant funds to DHCS. No further invoice payments will be released to

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the Contractor until the inappropriate expenditures are returned. Grant funds be withheld as an off-set during the next invoice cycle.

- e. 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 auditing activities constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate the Agreement for cause.

10. Contract Period

This Agreement shall be effective for two years from the date of execution. The two-year term may be extended for one additional year (with no additional grant funds) if the Department receives approval from SAMHSA for a one-year extension.