

## **Exhibit 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 Schedule
- B. Outreach Plan
- C. Request for Application (RFA)
- D. Subcontracting with Program Grantees
- E. Training and Technical Assistance (TA)
- F. Webinars
- G. Distribution of Program Materials
- H. Website Development
- I. Data Collection and Performance Measures
- J. Quarterly Reporting
- K. Final Report
- L. Meetings with DHCS

On November 8, 2016, Proposition 64 (Prop 64) was passed by voters allowing adults, aged 21 years or older, to possess and use marijuana for recreational purposes. Prop 64 created two new taxes, the revenues of which are deposited into the California Cannabis Tax Fund. Current law allocates, after other specified disbursements, 60 percent of the remaining California Cannabis Tax Fund be deposited into the Youth Education Prevention, Early Intervention and Treatment Account (YEPEITA). Funds will be disbursed to the Department of Health Care Services (DHCS) for youth programs aimed to educate and prevent harm from a Substance Use Disorder (SUD). Prop 64 requires DHCS to educate, implement, and administer programs to prevent SUD and provide accurate education, effective prevention, early intervention, school retention, and timely treatment services for youth, their families, and caregivers.

This Contract implements the Youth SUD Prevention Program (Program). The goal of this program is to support SUD prevention, education, and early intervention start-up activities and/or enhancement efforts throughout urban and rural areas across the state. The Contractor shall have capacity and extensive expertise and experience in administering, overseeing, and monitoring several complex contracts simultaneously.

The Contractor shall design and release a RFA and subcontract with awardees to implement youth SUD prevention and education services throughout California. The Contractor shall submit to DHCS an Implementation Schedule and Outreach Plan, provide training and technical assistance (TA), develop and disseminate program materials, develop a website to serve as a resource library, process subcontractor invoices, perform data collection and performance measures, submit to DHCS quarterly reports and a final report, and attend meetings with DHCS and other stakeholders, as appropriate.

### **2. Service Location**

The services shall be performed at various statewide facilities accessible to the Contractor.

### **3. Service Hours**

The services shall be provided during normal Contractor working days and hours, excluding national and State holidays.

**Exhibit A**  
Scope of Work

**4. Project Representatives**

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

<b>Department of Health Care Services</b>	<b>Contractor's Name</b>
Contract Manager: Denise Galvez Telephone: (916) 713-8725 Email: Denise.Galvez@dhcs.ca.gov	[Enter Name of Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXXXXXXX@XXXXXXXX

B. Direct all inquiries to:

<b>Department of Health Care Services</b>	<b>Contractor's Name</b>
Attention: Denise Galvez P.O. Box 997413, MS 2622 Sacramento, CA 95899-7413 Telephone: (916) 713-8725 Email: Denise.Galvez@dhcs.ca.gov	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@XXXXXXXX

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

**5. Services to be Performed**

A. Implementation Schedule

1. The Contractor is responsible for managing implementation of the Program. Within thirty (30) calendar days of the execution of this contract, the Contractor shall provide DHCS an Implementation Schedule that sets forth the anticipated dates of the Program activities to be implemented throughout the entirety of the contract period. The schedule shall include planned internal meetings with the DHCS team, webinars, State reporting timelines (as applicable), dates for scheduled activities (recruitment of Grantees, application release, award decisions, payment schedules, reporting, etc.), and other project deliverables. If there are significant changes or deviations to the Implementation Schedule, the Contractor is responsible for notifying DHCS fourteen (14) calendar days prior to the projected implementation.

B. Outreach Plan

1. The Contractor shall develop an Outreach Plan for distributing information pertinent to the services available under the Program with the goal of increasing youth prevention, education, and early intervention services to individuals in need. The Outreach Plan must include the following minimum elements:

**Exhibit A**  
Scope of Work

a. Communication Plan

A Communication Plan shall notify a broad set of stakeholders regarding the availability of new funding opportunities for organizations building or expanding youth prevention and/or education services. The plan shall include target audiences such as county stakeholders, community organizations, schools, behavioral health providers, and other entities.

b. Timeframes

A description of deadlines for applications to be eligible to receive a Program grant.

2. The Contractor shall develop a list of persons and organizations to whom electronic notice of this project shall be delivered.
3. The Contractor shall submit to DHCS a draft of the Outreach Plan no later than thirty (30) calendar days of the execution of this contract. The Outreach Plan shall be no longer than five (5) typewritten pages.
4. DHCS shall either approve or deny the plan as submitted within seven (7) calendar days from receipt of the plan. DHCS may provide the Contractor written notice requiring additional modifications to the plan.

C. Request for Application

1. The Contractor, within thirty (30) calendar days of the execution of this contract, shall be responsible for establishing an RFA to identify and award Program grants.
2. The Contractor shall develop an RFA to solicit prospective Program Grantees. The RFA:
  - a. Must be submitted to DHCS for review and approval prior to posting on the Contractor's website.
  - b. Must be posted within ten (10) calendar days of DHCS approval.
  - c. Shall include data and reporting requirements consistent with State requirements.
  - d. Must include guidelines for prospective Grantees including funding level amounts, potential programs, allowable expenditures, payment schedules, and other information.
  - e. Must include flexible options on regional collaborations and/or other innovations pertaining to increasing education and prevention-oriented care that promotes health and well-being for youth.
3. Upon release of the RFA, the Contractor will host a webinar pertaining to the RFA and invite stakeholders identified in the Outreach Plan.
4. The Contractor shall develop an application-scoring instrument to evaluate Program applications.

**Exhibit A**  
Scope of Work

5. The Contractor shall submit the application-scoring instrument for Program applicants to DHCS within fifteen (15) calendar days of receiving DHCS approval of the RFA. DHCS shall approve or deny the application scoring instruments within fourteen (14) calendar days of receipt. In the event of a DHCS denial of the application-scoring instrument, the Contractor shall resubmit to DHCS a revised application-scoring instrument within fifteen (15) calendar days. DHCS may provide the Contractor written notice requiring additional modifications to the scoring tool.
6. If necessary, more than one RFA process may need to be initiated pending DHCS discretion based on the number of Program grants awarded during the first round of the RFA process.

**D. Subcontracting with Program Grantees**

1. The Contractor will provide DHCS with the scoring results no later than three (3) working days after the scoring is complete. DHCS will provide the final approval of all grants.
2. The Contractor shall notify each Program Grantee of award decision within seven (7) calendar days of Contractor's award determination.
3. The Contractor shall serve as the primary contact to selected Program service locations upon application award.
4. The Contractor, within sixty (60) calendar days of the Program grant award announcements, shall be responsible for developing and executing subcontracts with the Program Grantees.
5. The Contractor shall ensure each Subcontractor awarded with a Program grant submits a summary of deliverables schedule. The summary of deliverables shall include at minimum quarterly reports containing financial reports (describing actual expenditures of grant funding) and data collection and performance measures as referenced in section 5(I).
6. The Contractor shall consult DHCS prior to accepting or denying all decisions proposed by or involving Subcontractors.
7. By way of each contract, the Contractor will serve as the administrative entity, responsible for managing, processing, and distributing payments to Program Grantees.
8. The Contractor will ensure that each Program Grantee receives funding in a timely fashion and pursuant to contractual obligations.
9. The Contractor will also be responsible for keeping a detailed account of all funds distributed and expended, by who spent them and how the funds were utilized.

**E. Training and Technical Assistance**

1. The Contractor shall provide TA directed to Program Grantees. TA shall address administrative functions, to include:
  - a. The RFA;
  - b. Subcontracting;
  - c. Invoicing;
  - d. Reporting; and

**Exhibit A**  
Scope of Work

- e. Data Collection and Performance Measures.
2. The Contractor may provide to DHCS a request for approval of draft TA responses and TA materials. DHCS shall either approve or deny the request within fifteen (15) calendar days of receiving the Contractor's request for approval of draft TA responses and TA materials.
3. The Contractor shall provide training directed to Program Grantees. Training shall consist of Learning Collaborative meetings for youth and young adult stakeholder organizations, county stakeholders, community-based prevention practitioners, and other stakeholders to facilitate networking and peer learning and provide a discussion forum regarding strategies and tools of the project. Meetings shall also focus on development and implementation of innovative prevention programming with considerations for service access points in primary, secondary and tertiary prevention program settings.
  - a. Organize a minimum of two (2) Learning Collaboratives with youth and young adult organizations and other stakeholders to ensure best prevention practices are implemented;
  - b. Submit to DHCS a schedule setting forth the dates of Learning Collaborative meetings during the Contract within sixty (60) calendar days of the start of the contract performance period. DHCS shall either approve or deny the Contractor's request within fifteen (15) calendar days of receipt;
  - c. Engage speakers and presenters to cover technical content; and
  - d. Develop meeting materials to include PowerPoint slides, outlines, and digital and physical handouts provided to attendees. The Contractor shall provide to DHCS a request for approval of the materials a minimum of thirty (30) calendar days prior to each scheduled conference. DHCS shall either approve or deny the request within fifteen (15) calendar days of receiving the Contractor's materials.

F. Webinars

1. The Contractor shall develop and host TA webinars pertaining to the Program, according to the timeline in the DHCS-approved Implementation Schedule.
2. The Contractor shall send notice of the webinar dates to those individuals and Program Grantees identified on the created registry, as outlined in the Outreach Plan. The Contractor shall post notification of the webinars on the website fifteen (15) calendar days prior to the date of the respective webinar. Webinars shall be for participating Program Grantees and other stakeholders as determined by DHCS.
3. The Contractor shall electronically submit to DHCS intended topics to be addressed via each webinar, rationale for each topic, and presentation materials according to the timeline in the DHCS-approved Implementation Schedule.
4. The Contractor shall submit to DHCS topics and content of each webinar thirty (30) calendar days prior to the date of webinar commencement. DHCS shall approve or deny the webinar topic and content within seven (7) calendar days of receipt.

**Exhibit A**  
Scope of Work

**G. Distribution of Program Materials**

1. The Contractor shall develop and/or disseminate the following materials to youth program participants, family members, providers, practitioners, and other stakeholders:
  - a. Prevention, education, and early intervention materials that are specific to youth program participants, family members, caregivers, providers, practitioners, and other stakeholders. Education materials shall be distributed as handouts, pamphlets, toolkits, and in other formats as approved by DHCS. The Contractor shall provide to DHCS a request for approval of the materials prior to distribution. DHCS shall either approve or deny the request within fifteen (15) calendar days of receiving the Contractor's materials;
  - b. Early Childhood Trauma, Toxic Stress and Adverse Childhood Experiences (ACE's) materials that are specific to youth program participants, family members, caregivers, providers, practitioners, and other stakeholders. Materials shall be distributed to program participants and stakeholders as handouts, pamphlets, toolkits, and in other formats as approved by DHCS. The Contractor shall provide to DHCS a request for approval of the materials prior to distribution. DHCS shall either approve or deny the request within fifteen (15) calendar days of receiving the Contractor's materials;
  - c. Social and Emotional Development materials that are specific to youth program participants, family members, caregivers, providers, practitioners, and other stakeholders. Materials shall be distributed as handouts, pamphlets, toolkits, and in other formats as approved by DHCS. The Contractor shall provide to DHCS a request for approval of the materials prior to distribution. DHCS shall either approve or deny the request within fifteen (15) calendar days of receiving the Contractor's materials; and
  - d. Resiliency and Life Skills Development materials that are specific to youth program participants, family members, caregivers, providers, practitioners, and other stakeholders. Education materials shall be distributed as handouts, pamphlets, toolkits, and in other formats as approved by DHCS. The Contractor shall provide to DHCS a request for approval of the materials prior to distribution. DHCS shall either approve or deny the request within fifteen (15) calendar days of receiving the Contractor's materials.

**H. Website Development**

1. The Contractor shall develop a website for this project. The website shall contain links to project materials and relevant resources.
2. The website shall provide a link to the Program application(s) and provide TA for those selected for program participation. The website shall not contain any DHCS logo. The website shall be linked to the DHCS website.
3. The website shall be online and accessible to the public within the thirty (30) calendar days of contract execution.

**Exhibit A**  
 Scope of Work

I. Data Collection and Performance Measures

1. The Contractor shall create data reporting requirements for the Program with DHCS approval. The Contractor shall be responsible for designing and developing tools and systems to collect, visualize, and present data from the Program to DHCS. These data elements shall be collected and reported quarterly to DHCS on the dates set forth in section 5(J).
2. The report shall include:
  - a. Name and address of the Program Grantee;
  - b. Contact person for the Program Grantee service location;
  - c. Communication details inclusive of telephone numbers, email, etc.;
  - d. Startup Activities/Details;
  - e. Total number of individuals served and/or affected;
  - f. Demographics of individual served and/or affected; and,
  - g. Details of enhancements to existing Program Grantee(s).
3. The Contractor shall revise the quality improvement measures as needed, in collaboration with DHCS, to address emergent situations and high priority challenges. All revisions to the measures shall be submitted to, and approved by, DHCS prior to implementation.

J. Quarterly Reporting

1. The Contractor shall submit quarterly reports to DHCS containing information identified according to section 5(I) for each Program project. Quarterly reports shall begin according to the timeline in the DHCS-approved Implementation Schedule.
2. The dates and quarters are subject to change.
3. The Quarterly Reporting schedule is as follows:

<b>Quarter</b>	<b>Period</b>	<b>Estimated Delivery</b>
Initial Quarter	08/20/2019 – 10/31/2019	11/30/2019
2nd Quarter	11/01/2019 – 01/31/2020	02/29/2020
3rd Quarter	02/01/2020 – 04/30/2020	05/31/2020
4th Quarter	05/01/2020 – 7/31/2020	08/31/2020
5th Quarter	08/01/2020 – 10/31/2020	11/30/2020
6th Quarter	11/01/2020 – 01/31/2021	02/28/2021
7th Quarter	02/01/2021 – 04/30/2021	05/31/2021
8th Quarter	05/01/2021 – 7/31/2021	08/31/2021
9th Quarter	08/01/2021 – 10/31/2021	11/30/2021
10th Quarter	11/01/2021 – 01/31/2022	02/28/2022
11th Quarter	02/01/2022 – 04/30/2022	05/31/2022

**Exhibit A**  
Scope of Work

12 <sup>th</sup> Quarter	05/01/2022 – 7/31/2022	08/31/2022
13 <sup>th</sup> Quarter	08/01/2022 – 10/31/2022	11/30/2022
Final Report	08/20/2019 – 12/31/2022	01/31/2023

4. The Contractor shall also be responsible for complying with all State reporting requirements related to this program.

**K. Final Report**

1. The Contractor shall submit a Final Report regarding the Program to DHCS. This report shall be due on or before the final day of the contract period. The Final Report shall be comprehensive and include:
  - a. Templates, documents, or materials developed during the contract period. This includes a copy of the RFA to identify Program Grantees, a boilerplate contract, and other key resources generated for the Program during the contract period.
  - b. A summary of barriers and challenges encountered throughout the implementation of the Program. The summary of challenges shall include specific scenarios that arose throughout the contract.
  - c. A summary of successful strategies and procedures utilized by the Contractor and Program Grantees to improve youth prevention and/or education of SUD throughout California.
  - d. The Contractor shall additionally provide a final quantitative analysis of the Program, including the total number of Program Grantees that were funded, a breakdown of what the funding was used for, and the anticipated financial and infrastructural sustainability of Program Grantees beyond expiration of the Contract.

**L. Meetings with DHCS**

1. The Contractor shall convene and facilitate ongoing DHCS leadership meetings regarding the implementation of the Program in partnership with DHCS. The Contractor shall propose a frequency of meetings, which shall be approved or denied by DHCS.
2. DHCS may schedule/reschedule meetings as needed.
3. These meetings will provide opportunities to discuss program progress, resolve implementation barriers and challenges, and to ensure appropriate linkages to complementary and associated projects.

**6. Allowable Informal Scope of Work Changes**

- A. Changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.
- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is



**Exhibit A**  
Scope of Work

received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.

- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

**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 Contract.
- B. DHCS, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Contractor or Subcontractors which are pertinent to the Contract, 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 and Subcontractors' 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 and Subcontractors.

**9. Monitoring and Site Inspections**

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

**Exhibit A**  
Scope of Work

- D. DHCS shall develop policies and procedures to review progress reports and ensure that each Subcontractor is compliant with contractual obligations set forth in their awarded applications and subcontracts.

**10. Contractor Non-Compliance**

- A. If the Contractor fails to comply with State statutes, regulations, or the terms and conditions of the Contract and/or Subcontracts, DHCS may impose additional conditions on the Contract and/or Subcontracts, including:
1. Withholding authority to proceed to the next phase until receipt of evidence of 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 DHCS determines that the Contractor's and/or Subcontractors' noncompliance cannot be remedied by imposing additional conditions, DHCS 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 award activities or terminate the Contractor's Contract and Subcontracts.
  4. Recommend that suspension or debarment proceedings be initiated by DHCS.
  5. Withhold further State funds.
  6. Take other remedies that may be legally available.