

**Exhibit A**  
**SCOPE OF WORK**

**1. Service Overview**

- A. The Contractor agrees to provide to the California Department of Health Care Services (hereafter referred to as DHCS, the Department, or the State) the Medi-Cal behavioral health services described herein.
- B. The Contractor will provide or arrange for the provision of the following specialty mental health services (SMHS), Drug Medi-Cal Organized Delivery System (DMC-ODS) services, and/or Drug Medi-Cal (DMC) services as defined in this intergovernmental agreement (the "Contract") to Medi-Cal members residing in Contractor's County who meet the applicable access criteria.
- C. This Contract covers the provision of:
- SMHS. If this box is checked, Contractor will provide and/or arrange for the provision of SMHS as a Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. All requirements in the Contract that are identified as SMHS requirements shall apply to Contractor if this box is checked.
  - DMC-ODS services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC-ODS services operating as a PIHP as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as DMC-ODS requirements shall apply to Contractor if this box is checked.
    - DMC-ODS Partnership Health Plan of California (PHC) Model. If this box is checked, Contractor will subcontract with PHC for the provision of certain DMC-ODS services. All requirements in the Contract that are identified as DMC-ODS PHC Model requirements, as well as all requirements identified as DMC-ODS requirements (except as otherwise specified), will apply to Contractor if this box is checked.
  - DMC services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC State Plan services under a fee-for-service structure. All requirements in the Contract that are identified as DMC requirements shall apply to Contractor if this box is checked.
- D. The services identified above are referred to as "Covered Services" in the remainder of this Contract.

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E. {Integrated contracts only}

- 1) If the Contractor chooses to provide both SMHS and DMC-ODS services within this Contract, Contractor will provide and arrange for the provision of both SMHS and DMC-ODS services operating as a single PIHP with a non-risk contract as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as applying to integrated contracts (DMC-ODS) shall apply to Contractor.
- 2) If the Contractor chooses to provide both SMHS and DMC services within this Contract, Contractor will provide and arrange for the provision of SMHS operating as a PIHP as defined in 42 C.F.R. part 438.2 and will provide or arrange for the provision of DMC services under a fee-for-service structure, outside the PIHP managed care structure. All requirements in the Contract that are identified as applying to integrated contracts (DMC) shall apply to Contractor.

**2. Service Location**

The services shall be performed at the Contractor's contracting and participating facilities, and at other facilities as set forth in the Contract, including out-of-network facilities as applicable.

**3. Service Hours**

- A. {SMHS and DMC-ODS only} Services shall be provided on a 24-hour, seven (7) days a week basis, as set forth in the Contract.
- B. {DMC only} Services must be provided during the working hours and days as defined by the Contractor.

**4. Project Representatives**

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

<b>Department of Health Care Services</b> Linda Dornseif, MPH, Chief Telephone: 916-224-8155 Email: <a href="mailto:linda.dornseif@dhcs.ca.gov">linda.dornseif@dhcs.ca.gov</a>	<b>Humboldt County Health and Human Services</b> Windy Scott, Administrative Analyst Telephone: 707-298-4349 Fax: 707-476-4049 Email: <a href="mailto:WScott@co.humboldt.ca.us">WScott@co.humboldt.ca.us</a>
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B. Direct all inquiries to:

<p><b>Department of Health Care Services</b>                  Medi-Cal Behavioral Health Policy Division                  Attention: Ivan Bhardwaj, Division Chief                  1501 Capitol Avenue, MS 2702                  Sacramento, CA, 95814                  Telephone: 916-842-8598                  Email: <a href="mailto:ivan.bhardwaj@dhcs.ca.gov">ivan.bhardwaj@dhcs.ca.gov</a></p>	<p><b>Contractor Name</b>                  Attention: Amy Cone, Program Manager                  Address: 720 Wood Street                  Eureka, CA 95501                  Telephone: 707-441-3780                  Fax: 707-476-4096                  Email: <a href="mailto:Acone@co.humboldt.ca.us">Acone@co.humboldt.ca.us</a></p>
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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 Contract.

**5. General Authority**

- A. {SMHS} This Contract is entered into in accordance with Welfare and Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans. The Department and Contractor agree that this Contract meets that requirement for the County.
  
- B. {DMC-ODS} The Contractor has elected to opt into the DMC-ODS to provide or arrange covered DMC-ODS services described under this Contract to Medi-Cal members who reside within the Contractor’s County borders. This Contract is an intergovernmental agreement between the State and Contractor by authority of chapter 3 (§ 11758.10 et seq.) of Part 1, Division 10.5 of the Health & Safety (H&S) Code and with approval of Contractor’s County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. This Contract is entered into in accordance with Health and Safety Code section 11848.5, W&I Code sections 14021.51–14021.53, 14124.20– 14124.25, and 14184.100 et seq., and Behavioral Health Information Notice (BHIN) 23-001 (including any successor BHIN).

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- C. {DMC} This Contract is entered into pursuant to W&I Code section 14124.20, and Health and Safety Code section 11772, for the purpose of providing DMC services in the Contractor's service area pursuant to W&I Code sections §14021.51 – 14021.53, 14124.20 – 14124.25, 14184.100 et seq, Health and Safety Code section 11848.5, and Title 22 of the California Code of Regulations sections 51341.1, 51490.1, and 51516.1.
- D. {SMHS and DMC-ODS} Federal PIHP Requirements.
- 1) The Contractor shall comply with federal requirements for nonrisk PIHPs as set forth in 42 C.F.R. part 438, except insofar as those requirements have been deemed inapplicable to county behavioral health programs under the Department's federally approved 1915(b) waiver. See pages 18–19 of the Department's June 23, 2023, amendment to the 1915(b) waiver, or the equivalent pages under any successor amendment.
  - 2) The Centers for Medicare and Medicaid Services (CMS) shall review and approve the parts of this Contract that govern Contractor's delivery of services as a PIHP, in accordance with 42 C.F.R. part 438.3(a).
- E. All Exhibits, Attachments, and Sections in this Contract apply to the delivery of all covered services identified in Exhibit A, Scope of Work, Section 1, except as otherwise indicated in this Contract.
- F. Where a requirement in this Contract applies to more than one service type or delivery system, but is followed by a legal citation that only applies to one service type or delivery system (i.e. SMHS, DMC-ODS, or DMC), the legal citation does not limit application of the corresponding contracting requirements to one service type or delivery system.
- G. No provision of this Contract is intended to obviate or waive any requirements of applicable law or regulation. In the event a provision of this Contract is open to varying interpretations, the Contract provision shall be interpreted in a manner that is consistent with applicable law and regulation. In the event of a conflict between the terms of this Contract and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.
- H. The State and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

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- I. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS for the Medi-Cal program.

**6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990**

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the C.F.R., and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing 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 sections 7405 and 11135 codify section 508 of the Rehabilitation Act requiring accessibility of electronic and information technology.

**7. Services to be Performed; Contract Performance**

- A. See the Attachments to Exhibit A for a detailed description of the services to be performed.
- B. Contractor must maintain the necessary organization and level of staffing to implement and operate this Contract. Contractor must ensure the following:
  - 1) Contractor has an accountable Board of Supervisors or county Behavioral Health Director;
  - 2) Compliance with this Contract is a high priority and that Contractor is committed to supplying any necessary resources to assure full performance of the Contract;
  - 3) [Reserved]
  - 4) Adequate staffing in medical and other health services, fiscal and administrative capacity sufficient to effectively conduct Contractor's business; and
  - 5) Written procedures are developed and maintained for conducting Contractor's business, including the provision of health care services, in compliance with federal and State Medicaid law.

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**8. Loss of Federal Authority**

Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to DHCS. However, if Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and DHCS paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by DHCS to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

**9. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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**10. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). 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 Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.