

Exhibit A SCOPE OF WORK

1. Service Overview

The Contractor agrees to provide to the California Department of Health Care Services (hereafter referred to as DHCS, the Department, or the State) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services (SMHS) and Drug Medi-Cal Organized Delivery System (DMC-ODS) services as defined in this intergovernmental agreement (the "Contract") to Medi-Cal members residing in Nevada County who meet the applicable access criteria. Contractor will provide or arrange for the provision of SMHS and DMC-ODS services as a single Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2.

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 but not limited to out-of-network facilities.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis, as set forth in the Contract.

4. Project Representatives

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

Department of Health Care Services Contract Manager: Donnie Boyett Telephone: 209-261-0085 Email: Donnie.Boyett@DHCS.ca.gov	County of Nevada Phebe Bell, Director Telephone: (530) 470-2784 Fax: (530) 271-0257 Email: Phebe.Bell@co.nevada.ca.us
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B. Direct all inquiries to:

Department of Health Care Services Medi-Cal Behavioral Health Division/Program Policy Section Attention: Sarah Rougeux 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: 916-345-8472 Email: Sarah.Rougeux@DHCS.ca.gov	County of Nevada Phebe Bell, Director 500 Crown Point Circle, Suite 120 Grass Valley, CA 95945 Telephone: (530) 470-2784 Fax: (530) 271-0257 Email: Phebe.Bell@co.nevada.ca.us
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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. MHP. This Contract is entered into in accordance with Welfare and Institutions Welfare & 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 County of Nevada agree that this Contract meets that requirement for Nevada 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 represents 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).
- C. Pursuant to DHCS' Behavioral Health Administrative Integration initiative, the Contractor has elected to integrate the SMHS delivery system and the DMC-ODS into a single PIHP with a nonrisk contract, as defined in 42 C.F.R. part 438.2.
- 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

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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) All Exhibits, Attachments, and Sections in this Contract apply to the delivery of both SMHS and DMC-ODS services, except as otherwise indicated in this Contract. The presence of a citation that applies to only one delivery system does not limit application of the corresponding contracting requirements to only that delivery system.
- D. 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.
- E. 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.
- F. 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.
- G. The Centers for Medicare and Medicaid Services (hereafter CMS) shall review and approve this Contract, in accordance with 42 C.F.R. section 438.3(a).
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 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.

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7. Services to be Performed

See the Attachments to Exhibit A for a detailed description of the services to be performed.

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. 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

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Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

10. 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.

11. GenAI Technology Use & Reporting

- A. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.
- B. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

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- C. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.