

Exhibit A
Scope of Work

1. Service Overview

This Intergovernmental Agreement (hereinafter referred to as Agreement) is entered into by and between the California Department of Health Care Services (DHCS) and the Contractor for the purpose of identifying and providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code, sections 14021.51–14021.53, 14124.20–14124.25, 14184.100 et seq. of the Welfare and Institutions Code (hereinafter referred to as W&I Code), Part 438 of the Code of Federal Regulations (hereinafter referred to as 42 CFR 438); Behavioral Health Information Notice (BHIN) 23-001.

It is further agreed this Agreement is controlled by applicable provisions of: (a) the W&I Code, Division 9, Part 3, Chapter 7, sections 14000, et seq., in particular, but not limited to, sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., 14184.100 et seq., and (b) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Cal. Code Regs., tit. 9).

It is understood and agreed that nothing contained in this Agreement shall be construed to impair the single state agency authority of DHCS.

The objective of this Agreement is to make DMC-ODS services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by DMC providers.

2. Service Location

The services shall be performed at facilities in the County of Siskiyou.

3. Service Hours

The services shall 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 Agreement will be:

Department of Health Care Services Contract/Grant Manager: Scott Oros Telephone: (209) 261-0085 Fax: (916) 322-1176 Email: scott.oros@dhcs.ca.gov	County of Siskiyou Behavioral Health Director Sarah Collard, Ph.D. Telephone: (530) 841-4816 Fax: (530) 841-2790 Email: scollard@co.siskiyou.ca.us
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Direct all inquiries to:

Department of Health Care Services	County of Siskiyou
Department of Health Care Services MCBHD – Program Policy Section Attention: Scott Oros Mail Station Code 2702 1500 Capitol Avenue Sacramento, CA 95814	Siskiyou County Health and Human Services Agency, BH Division Attention: Sarah Collard, Ph.D., Director 2060 Campus Drive Yreka, CA 96097
Telephone: (916) 713-8557 Fax: (916) 322-1176 Email: Scott.Oros@dhcs.ca.gov	Telephone: (530) 841-4816 Fax: (530) 841-2790 Email: scollard@co.siskiyou.ca.us

- B. 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. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement 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), 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.

6. See Exhibit A, Attachment I, for a detailed description of the services to be performed.
7. 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 must adjust payments to remove costs 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

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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 should 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 included the cost of performing that work in its payments to Contractor, 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.

8. 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 will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

9. Reference Documents

All DMC-ODS documents incorporated by reference into this Agreement may not be physically attached to the Agreement, but can be found at DHCS’ website: <https://www.dhcs.ca.gov/provgovpart/Pages/DMC-ODS-Contracts.aspx>.

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Practice Guidelines

Document 1J: Attachment Y of the DMC-ODS Special Terms and Conditions

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

Document 1P: Alcohol and/or Other Drug Program Certification Standards

Document 1V: Adolescent Substance Use Disorder Best Practices Guide

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

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- Document 2G Drug Medi-Cal Billing Manual
- Document 2L(a): Good Cause Certification (6065A)
- Document 2L(b): Good Cause Certification (6065B)
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 2P(a): DMC-ODS Cost Report Excel Workbook
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
- Document 3J: CalOMS Treatment Data Collection Guide
- Document 3S CalOMS Treatment Data Compliance Standards
- Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards
- Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4F : Drug Medi-Cal (DMC) MC # 5312 Services Quarterly Claim for Reimbursement of County Administrative Expenses
- Document 5A : Confidentiality Agreement