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SCOPE OF WORK

A. Purpose:

The purpose of this Agreement is to provide physical medical evaluations and recommendations to the California Health Benefit Exchange (Exchange) Human Resources Branch in regards to the capacity of the referred employee's ability to return to work and perform essential functions of the assigned position.

B. Background Clearance: If the Contractor must access any confidential information, this provision must be completed prior to implementing any portion of this scope of work.

Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of the Exchange, or any other information as required by federal and State law or guidance, all staff, including employees, contract or subcontract personnel, vendors or volunteers who perform services under this Agreement must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, section 6456.

C. General Scope or Tasks:

Evaluations must be thorough and will be conducted by a Licensed Medical professional as specified herein.

The services shall be provided when possible between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding state observed holidays.

1. Prior to a scheduled appointment Contractor shall review the referred employee's Duty Statement, Supervisory File, Disability Programs Information, Medical Certification Material and Records, and any other information including Medical Evaluations(s) determined by the Exchange to be pertinent to the employee's evaluation.

2. Contractor shall perform physical medical and/or clinical evaluations including testing and/or referral to other specialists as necessary. The evaluation should address the employee's ability to safely perform his/her job function as outlined in the employee's duty statement. The initial evaluation should include a determination as to whether the employee is capable of performing the essential function(s) of the job and/or whether the employee is a threat to him/herself or others. This initial evaluation must be faxed to the Human

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Resources Branch, Disability Management Unit (DMU) confidential fax (916) 228-8920 within (72) seventy-two business hours of completion.

3. Contractor agrees to prepare a separate comprehensive report (written or dictated and transcribed) within ten (10) days following all evaluations. This report shall include recommendations(s) for the extent and permanence of the employee's medical condition, if any, how this employee can be returned to work in a safe manner, if possible, and to answer any and all written questions requested by the Exchange given to the contractor in advance of the employee's evaluation. This report will be faxed to (916) 228-8920 or mailed to:

   California Health Benefit Exchange
   Attn: Debra Cribbins
   Disability Management Unit
   1601 Exposition Blvd.
   Sacramento, CA 95815

4. Contractor shall refer all recommended medical evaluations or other diagnostic testing to the Exchange Disability Management Unit, by telephone at (916) 228-8370 or (916) 228-8344 during normal business hours (8:00 AM to 4:00 PM), or by fax to (916) 228-8920. Disability Management Unit will coordinate referrals if deemed necessary.

5. Contractor is estimated to require an average of approximately five (5) hours each per referred evaluation. Contractor shall notify the Exchange Project Representative or his/her designee prior to expending more than five hours on any one evaluation in order to obtain authorization for the additional charges. Failure to obtain authorization for the additional hours from the Project Representative or his/her designee may result in the Contractor not receiving payment from the Exchange for the additional charges.

6. Contractor is not required nor authorized to provide treatment.

7. Contractor shall maintain valid Certificates of Insurance and in accordance with State of California requirements for the term of this agreement.

8. Contractor shall ensure all evaluations are performed by professionals who possess and maintain, for the term of this agreement, a current and valid license with the Medical Board of California. Proof of this license shall be provided to the Exchange upon request.

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D. Reporting Headquarters Location:

Travel and expenses shall not be reimbursed.

Services shall be performed in the Contractor's private office. Contractor's office must be located within (30) thirty miles of the Exchange office at which the referred employee works. The Exchange has offices located at:

Headquarters Office
1601 Exposition Blvd.
Sacramento, CA 95815

Rancho Cordova Service Center
10877 White Rock Road
Rancho Cordova, CA 95670

CalHEERS Field Office
2329 Gateway Oaks
Suite 100
Sacramento, CA 95833

E. Contract Deliverables:

1. The Contractor understands that all recommendations and contract deliverables must comply with the Patient Protection and Affordable Care Act of 2010, as well as sections 15438, 15439, and 100501 through 100521 of the Government Code; 1346.2 and 1366.6 of the Health and Safety Code; 10112.3 and 10112.4 of the Insurance Code.

2. The Contractor shall provide all deliverables within the timeframe specified and required by the State.

3. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by the State.

4. The Contractor understands that any State-requested revisions to any deliverable shall be incorporated by the Contractor within seven calendar days from the date in which the State provided its feedback, unless a different timeframe is required and specified by the State.

5. In the event the State requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by the State, the Contractor shall be required to make the

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additional revisions until the revised deliverable is accepted and approved by the State.

6. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B, Budget Detail and Payment Provisions.

F. <u>Project Representatives:</u>

The representatives for this project, during the term of this Agreement, shall be:

State Program Representative	Contractor Representative:
(Representative's Name) California Health Benefit Exchange 1601 Exposition Blvd. Sacramento, CA 95815 (916) XXX-XXXX T (Email Address)	(Contractor's Name) (Representative's Name) (Address) (City, State and Zip) (Telephone Number) (Email Address)