

**Exhibit A  
(Standard Agreement)**

**SCOPE OF WORK**

**A. Purpose**

Contractor shall provide Covered California's Human Resources Branch (HRB) with their findings and recommendations following an evaluation of whether a referred employee is able to return to work and perform essential functions of their position without posing a threat to him/herself or others.

**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 Covered California, 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. Contractor shall bear all costs associated with obtaining clearance for each said employee.

**C. Contract Amendment**

Covered California may extend the term of the contract for up to two (2) additional one (1) year terms, if mutually agreed upon by Covered California and the Contractor. The total number of contract years shall not exceed three (3). Funds for the additional one (1) year terms will be added at the same rates provide in the Contractor's proposal.

**D. General Scope or Tasks**

1. Contractor shall be a psychiatrist or psychologist who possesses and maintains during the term of this Agreement a current and valid license with the Medical Board of California.
2. Evaluations shall be performed in the Contractor's office which must be located within fifty (50) miles of the Covered California location where the referred employee works. The Covered California locations are:

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Headquarters Office  
1601 Exposition Boulevard  
Sacramento, CA 95815

Response Road Office  
1601 Response Road  
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

Oakland Office  
7677 Oakport Street, Suite 800  
Oakland, CA 94621

Fresno Service Center  
7202 N. Palm Avenue  
Fresno, CA 93711

Los Angeles Office  
1000 North Alameda, Suite 406  
Los Angeles, CA 90012

3. Prior to the scheduled appointment to evaluate an employee, Contractor shall review the employee's job description, supervisory file, disability programs information, medical certification material and record, and any other information determined by Covered California to be pertinent to the employee's evaluation.
4. Contractor shall perform psychiatric or psychological evaluations including testing and/or referral to other specialists as deemed necessary. Evaluations shall include:
  - a. A determination whether the employee is capable of performing their job functions as described in his/her job description.
  - b. A determination whether the employee is a threat to him/herself or others.

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5. The initial findings and recommendation based upon the evaluation shall be provided within five (5) business days ~~with seventy-two (72) business hours~~ by fax or by telephone to:
- [Name], Disability Management Unit  
Covered California, Human Resources Branch  
Phone: 916-228-XXXX  
Fax: 916-XXX-XXXX
6. Contractor shall fax a comprehensive written report within ten (10) calendar days of the evaluation providing in more detail than the initial findings and recommendation, including but not limited to:
- a. The extent and permanence of the employee's medical condition, if any.
  - b. How the employee can be returned to work in a manner that is safe to him/herself and others.
  - c. Answers to any and all of Covered California's written questions, either before the evaluation or following the initial findings.
7. It is estimated that an evaluation will take up to seven (7) hours. Contractor shall obtain authorization from the Project Representative identified in this exhibit, or Representative's designee, prior to expending more than seven (7) hours on an evaluation. Covered California reserves the right to not pay Contractor if authorization from the Project Representative or designee is not obtained in advance of spending time in excess of seven (7) hours.

**E. Reporting Headquarters Location**

~~If requested, Contractor shall meet with Covered California's Project Representative identified in this exhibit at the headquarters office located at 1601 Exposition Boulevard, Sacramento, California. If applicable, Travel and expenses for reporting to this headquarters location shall not be reimbursed.~~

**F. Contractor's Roles and Responsibilities**

The Contractor shall:

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract. This person

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will be responsible for the overall project and will be the contact for all invoicing and Contractor staffing issues.

2. Provide written reports for review and approval by Covered California and formally respond to Covered California review findings as necessary.
3. Meet as required with Covered California staff to discuss progress.
4. Make its best efforts to maintain staff continuity throughout the life of the project. If, however, a substitution becomes necessary, the Contractor must submit resumes for review, in advance, for all proposed personnel substitutions. All Contractor personnel substitutions must be approved in writing by Covered California Representative. Failure to receive the required approvals may result in termination of the contract.

### **G. Covered California's Roles and Responsibilities**

Covered California shall:

1. Designate the Covered California Representative to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the contract.
2. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in this Agreement.
3. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Ensure that decisions are made in a timely manner.
5. Provide work areas and meeting rooms as needed.
6. Identify and provide access to Subject Matter Experts to assist in the development of technical requirements.

### **H. 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.

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2. The Contractor shall provide all deliverables within the timeframe specified and required by Covered California.
3. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by Covered California.
4. The Contractor understands that any Covered California requested revisions to any deliverable shall be incorporated by the Contractor within seven (7) calendar days from the date in which Covered California provided its feedback, unless a different timeframe is required and specified by Covered California.
5. In the event Covered California requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by Covered California, the Contractor shall be required to make the additional revisions until the revised deliverable is accepted and approved by Covered California.
6. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B – Budget Detail and Payment Provisions.

**I. Deliverable Acceptance Criteria**

All concluded work must be submitted to Covered California for review and approval or rejection. Payment for all tasks performed under this Agreement will be based on hourly rates. It will be Covered California's sole determination as to whether any tasks have been successfully completed and are acceptable.

Throughout the contract, Covered California will review and validate services performed. In addition, the Covered California Representative will verify and approve the Contractor's invoices. Signed acceptance is required from the Covered California Representative to approve an invoice for payment.

Deliverable acceptance criteria consist of the following:

1. Deliverable-specific work was completed as specified and the final deliverable product or service was rendered.
2. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed.

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4. All deliverables are in a format useful to Covered California.
5. If a deliverable is not accepted, Covered California will provide the reason, in writing, within ten (10) business days of receipt of the deliverable.

**J. Project Representatives**

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

<b>Covered California Representative:</b>	<b>Contractor Representative:</b>
(Representative's Name) Covered California 1601 Exposition Blvd. Sacramento, CA 95815 (916) XXX-XXXX T (Email Address)	(Representative's Name) (Contractor's Name) (Address) (City, State and Zip) (916) XXX-XXXX T (Email Address)