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SCOPE OF WORK

A. Purpose

Covered California is issuing this Request for Proposals (RFP) to identify and engage a qualified consulting firm to support the development of its next three (3) to five (5) year Enterprise Strategic Plan. The selected consultant will deliver an implementable, evidence-based strategic plan that produces a small number of bold, cross-divisional strategic goals—supported by measurable Objectives and Key Results (OKRs) and Key Performance Indicators (KPIs), a phased implementation roadmap, strategic budgeting alignment, annual business planning tools that will enable the organization to execute on the plan while remaining flexible from year to year, and an organization-wide communications and training plan.

This engagement prioritizes independent analytic work over a meeting-heavy process. The final deliverable must be a set of tools that can be adopted and used by the organization—not a presentation deck that is not operationalized.

B. Background Information

Covered California is California's Health Insurance Marketplace, established under the Affordable Care Act (ACA). Covered California administers the State's individual and small-group insurance markets, manages plan certification and consumer enrollment, and oversees outreach, marketing, and service operations for millions of Californians.

Covered California's current strategic plan is in its final cycle. The organization must now develop a new three (3) to five (5) year strategic plan that reflects the evolving Federal and California policy landscape, member expectations increasingly oriented toward digital-first experiences, and the internal imperative to balance day-to-day operations with long-term organizational direction.

Key strategic imperatives shaping this process include, but are not limited to:

- Financial sustainability in the face of evolving federal and state funding;
- Healthcare landscape transformation, including digital health, value-based care, and AI adoption;
- Shifting member expectations and the need for modernized consumer experiences;
- Policy and regulatory agility in response to ACA-related federal and state legislative changes;

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- Enterprise alignment across all divisions to maximize collective organizational impact; and
- Future-ready workforce development and organizational capability building

The new strategic plan will serve as a road map for Covered California to set priorities, focus its energy and resources, strengthen operations, ensure that employees and other stakeholders are working toward common goals, and establish agreement around intended outcomes. The plan will be in alignment with Covered California's existing vision, mission, and values.

C. 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.

D. Amendment

Covered California may, at its sole discretion, extend the term of the Agreement for one (1) year. The total number of contract years shall not exceed two (2) years and nine (9) months. Additional funding for any time extension will be at the same rates provided in Contractor's proposal. All amendments for time or funds cannot exceed the limitations set forth in the solicitation that resulted in this Agreement. Amendments must also comply with Covered California's rules and procedures governing contracts and procurements.

The parties may increase or decrease funding through an amendment, but cannot exceed the amount set by Contractor's proposal. Funding for option years may not be used in advance and may not exceed the funding amount set in the base Agreement unless authorized by the solicitation.

This Agreement may be amended by mutual consent of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing

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and signed by the parties. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

E. General Scope or Tasks

1. Overview

The Contractor will assist Covered California with the development of a comprehensive three (3) to five (5) year strategic plan and supporting business planning tools and templates. Such services will include:

- a. Conduct a landscape analysis using existing Covered California documents and artifacts.
- b. Perform any analysis needed to identify or inform gaps identified in the analysis.
- c. Assist the leadership team in establishing and aligning around a set of strategic goals.
- d. Develop a clear roadmap to successfully implement the plan goals.
- e. Define and establish metrics for monitoring, evaluating, and reporting progress toward organizational goals including OKRs and KPIs.
- f. Create tools to support development of one-year business plans aligned with the enterprise strategic plan.
- g. Create a strategic plan document for rolling out the plan.
- h. Create a communications plan for the rollout.
- i. Incorporate change management best practices and tools and training modules to support successful adoption by Covered California's senior leadership team.

All scope elements below must be completed before the end of the contract term. The scope is divided into five (5) integrated work streams:

- Work Stream 1: Landscape Scan and Diagnostic
- Work Stream 2: Strategic Goal Development and Leadership Alignment
- Work Stream 3: OKR and KPI Framework, Implementation Roadmap, and Budget Alignment

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- Work Stream 4: One year business planning tools and templates
- Work Stream 5: Communications, Change Management, Training, and Adoption

1.1 Workstream Schedule

The work shall be completed in five (5) sequential workstreams. The schedule below is based on the assumption that the level of effort will be allocated as follows across the full contract term: 10 percent for Work Stream 1, 30 percent for Work Stream 2, 20 percent for Work Stream 3, 10 percent for Work Stream 4, and 30 percent for Work Stream 5.

Workstream	Phase description	Level of effort	Start date	End date
Work Stream 1	Landscape Scan and Diagnostic	10%	October 1, 2026	October 30, 2026
Work Stream 2	Strategic Goal Development and Leadership Alignment	30%	November 1, 2026	January 31, 2027
Work Stream 3	KPI Framework, Implementation Roadmap, and Budget Alignment	20%	Feb 1, 2027	March 31, 2027
Work Stream 4	One-Year Business Planning Tools and Templates	10%	April 1, 2027	April 30, 2027
Work Stream 5	Communications, Change Management, and Adoption	30%	May 1, 2027	July 1, 2027

Sequence and dependencies

- a. Work Stream 1: shall establish the diagnostic foundation for the project and inform all subsequent phases.
- b. Work Stream 2: shall build on the findings from Work Stream 1 to develop strategic goals and secure leadership alignment.
- c. Work Stream 3: shall translate the agreed strategic direction into performance measures, implementation roadmap including OKRs and KPIs, and budget alignment.
- d. Work Stream 4: shall produce practical one-year business planning tools and templates to support execution.

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- e. Work Stream 5: shall focus on communications, change management, training and adoption planning to support launch and uptake of the strategic plan.

1.2 Schedule Management

The parties may adjust interim milestones, tasks, and deliverable due dates by mutual written agreement, provided that the revised sequencing remains consistent with the overall contract term unless formally amended.

2. Work Streams

2.1 Work Stream 1 – Landscape Scan and Diagnostic

The Contractor shall conduct an evidence-based diagnostic of the internal and external environment shaping Covered California's strategic direction. Document and data review shall serve as the primary fact base. Targeted stakeholder input may be used to validate findings but must not be substituted for independent analysis. Knowledge and expertise related to Covered California's strategic direction will be incorporated into the analysis where gaps are identified.

Specific tasks include:

- a. Conduct a landscape scan of relevant federal and California policy, market conditions, operational environment, and peer-organization benchmarks.
- b. Review enterprise, programmatic, operational, and financial data provided by Covered California.
- c. Assess current-state strategy maturity and identify organizational capability gaps.
- d. Analyze competitor and peer organization strategies, including other ACA marketplace operators and comparable public-sector entities.
- e. Supplement the strategy with additional information available related to strategic workforce planning for a future ready workforce, consumer experience trends, advancing data and budget management practices, and remaining nimble in a shifting federal and state policy landscape.
- f. Identify risks, dependencies, and strategic inflection points likely to affect Covered California's direction over the planning horizon.

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- g. Conduct targeted executive interviews or validation sessions as needed to confirm analytic conclusions—not as the primary research method.
- h. Conduct an ideation session with Executive Director, Chief Deputy Executive Directors, and Directors to provide initial input into our strategic direction.

The diagnostic shall culminate in a Landscape and Diagnostic Memo (Deliverable 1) and report out to leadership as described in Section 3.

2.2 Work Stream 2 — Strategic Goal Development and Leadership Alignment

The Contractor shall assist in designing and facilitating a practical process for Covered California's leadership team, consisting of the Executive Director, four (4) Chief Deputy Executive Directors, and 16 division leadership teams, including 16 Directors and their Deputy Directors, and Covered California's Board of Directors to align on two (2) to five (5) cross-divisional strategic goals in partnership with Covered California's internal strategic planning team. This process must be grounded in the landscape scan and diagnostic findings and utilize creative asynchronous and synchronous tools to gather input, provide feedback, and support efficient iteration.

Work Stream 2 shall be carried out in two (2) phases. From November 1 through December 31, 2026, the Contractor shall support strategic goal development, synthesis of input, drafting of the strategic framework, and preparation for leadership alignment. From January 1 through January 31, 2027, the Contractor shall facilitate leadership engagement workshops and meetings to refine, align on, and finalize the strategic framework.

Specific tasks include:

- a. Design low-burden governance structures for the strategic planning process that are easy to follow and support high engagement through multiple asynchronous and synchronous modalities, including an approach for gathering input from Board Members
- b. Co-facilitate strategic planning and decision-making sessions with Covered California's internal strategic planning team and the Executive Leadership Team in January to refine and finalize strategic goals.
- c. Work collaboratively with Covered California's internal strategic planning team, the Executive Leadership Team, division leaders, and, as determined appropriate, Board Members to ensure adopted goals reflect

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cross-functional priorities, organizational capacity, and the value, risk, and feasibility of each goal.

- d. Draft a strategic framework in collaboration with Covered California's internal strategic planning team and leadership, incorporating high-level organizational goals, the detailed objectives that support each goal, and input gathered through leadership and Board engagement; then submit the draft strategic framework to Covered California for iterative refinement and written approval.

Strategic goals must pass a SMART audit—goals must be Specific, Measurable, Achievable, Relevant, and Time-bound—and must be defined with sufficient precision to support OKR and KPI development, budgeting, and divisional execution planning.

2.3 Work Stream 3 —OKR and KPI Framework, Implementation Roadmap, and Budget Alignment

The Contractor shall translate approved strategic goals into measurable OKRs and KPIs, a sequenced implementation roadmap, and a budget alignment framework that allows linking strategic priorities to resource allocation decisions.

A. OKR and KPI Framework tasks include:

- i. Define OKRs and KPIs for each strategic goal and associated objective.
- ii. Establish baseline values, measurable targets, and target timelines for each OKR and KPI.
- iii. Identify named owners and reporting cadence for each OKR and KPI.
- iv. Identify data sources and data collection requirements for each OKR and KPI.
- v. Share best practices for tracking OKRs and KPIs suitable for use in ongoing organizational reporting.

B. Implementation Roadmap tasks include:

- i. Develop a phased, actionable implementation roadmap spanning 12, 24, and 36+ months.

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- ii. Identify milestones, dependencies, and risks for each phase.
 - iii. Integrate into and refine existing governance structures and reporting mechanisms to support ongoing execution.
 - iv. Ensure the roadmap is designed for easy adoption by internal staff without requiring ongoing consultant support.
- C. Strategic Budgeting Alignment tasks include establishing the tools, processes, and institutional practices needed to make strategic intent visible in budgetary decision-making — and to ensure that budget decisions actively reflect and reinforce the organization's strategic direction.
- i. Conduct a structured review of Covered California's budget development process to identify where strategic priorities do and do not surface in budget justifications, documenting key gaps and disconnects between strategic planning and resource allocation.
 - ii. Develop a crosswalk mapping each strategic initiative and roadmap milestone to relevant budget categories, cost centers, and multi-year resource implications that can be updated as the strategic plan and annual budget cycles evolve.
 - iii. Design a repeatable process ensuring BCPs and BCSs explicitly reference strategic plan goals, defining when alignment reviews occur, who is involved, and how trade-off decisions are escalated when resource constraints require prioritization among competing initiatives.
 - iv. Develop a structured methodology for making defensible resource allocation decisions across competing strategic priorities, weighing factors such as strategic importance, readiness, cost, risk, and timing.
 - v. Deliver a phased plan for operationalizing the strategic budgeting approach, sequenced to Covered California's existing budget calendar and including milestones and success criteria for evaluating the process in its first full cycle.

2.4 Work Stream 4 – One Year Business Planning Tools and Templates

The Contractor shall design and deliver a set of annual business planning tools that can be used to translate the enterprise strategic plan into clear, actionable priorities, initiatives, and resource plans. These tools must support

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consistent execution of the strategic plan while allowing Covered California to adjust priorities, assumptions, and resource decisions from year to year without ongoing consultant support.

A. Tool Design and Documentation tasks include:

- i. Develop practical planning tools designed for Covered California's work culture and leadership approach (e.g., templates, worksheets, decision aids, and/or dashboards) that guide leaders and teams through annual planning.
- ii. Ensure tools capture key elements such as priorities, initiatives, timelines, owners, dependencies, and required resources.
- iii. Create user-friendly instructions and reference guides so staff can apply and update the tools independently.

B. Integration and Flexibility tasks include:

- i. Design tools that can be easily adjusted each year to reflect updated strategic priorities, performance insights, and resource constraints.
- ii. Show how the tools interface with existing processes (e.g., budget development, performance management, and project governance).
- iii. Provide guidance on how to revise assumptions, reprioritize initiatives, and update plans annually while maintaining alignment with the strategic plan.

C. Adoption and Sustainability tasks include:

- i. Recommend an approach for introducing the tools into the organization (e.g., pilots, phased rollout, and feedback loops).
- ii. Identify minimal training and support needed for leaders, managers, and planning staff to use the tools effectively.
- iii. Deliver a final inventory of tools and documentation, including file formats, storage locations, and guidance for ongoing maintenance and improvement.

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2.5 Work Stream 5 — Communications, Change Management, and Adoption

The Contractor shall develop a full-organization communications and change management plan to support enterprise-wide adoption of the strategic plan.

Specific tasks include:

- a. Design and deliver an organization-wide communications toolkit with core messages, Frequently Asked Questions (FAQ), leadership cascade plan, and rollout calendar
- b. Assess the training and capacity-building needs of Covered California's Executive Leaders, Directors, and Deputy Directors to identify the knowledge and skills most critical to effectively communicating and executing the strategic plan.
- c. Recommend a customized leadership capability-building plan tailored to the specific strategic priorities, organizational culture, and operational context of Covered California.
- d. *If warranted by the assessment findings*, develop leadership training modules to ensure consistent understanding and fluency with the strategic plan across the Executive Leadership Team and division leaders. Training modules should be designed to be delivered virtually and in person by Covered California University's training team once Workstream 3 has been completed.
- e. Design a minimum of three (3) roadshow presentations Covered California's strategic planning team can deliver to distinct departments or leadership groups to build awareness and organizational alignment. One (1) of the three (3) road show presentations should be designed specifically to present the plan to the Board.

F. Reporting Headquarters Location

The Contractor is required to perform all services under this Agreement on site at Covered California, unless directed otherwise by the project representative listed in this Exhibit. The Covered California office is located at 1601 Exposition Boulevard, Sacramento, California, 95815. Travel and expenses for reporting to this headquarters location shall not be reimbursed.

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G. Reassignment of Personnel

1. The Contractor shall not reassign nor substitute personnel assigned to the contract during the contract term without prior written approval of Covered California. If a Contractor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
2. Covered California reserves the right to request a Contractor employee be removed from performing any work on the contract and, on written notice to the Contractor, the Contractor shall assign a substitute employee.

H. Contractor's Roles and Responsibilities

The Contractor shall:

1. Designate a named Project Manager who will serve as the primary point of contact for all project communications, invoicing, and staffing issues, and who has authority to act on all aspects of the contract.
2. Provide written progress reports for review and approval by Covered California's Project Representative and formally respond to Covered California review findings as necessary.
3. Meet regularly with Covered California staff to discuss progress, resolve issues, and prepare for upcoming milestones.
4. Make best efforts to maintain staff continuity throughout the life of the project. If a substitution becomes necessary, the Contractor must submit resumes for prior written approval by the Covered California Representative.
5. Not reassign nor substitute personnel assigned to the contract during the contract term without prior written approval of Covered California.
6. Ensure that all recommendations and deliverables comply with the Patient Protection and Affordable Care Act of 2010, as well as applicable California Government Code, Health and Safety Code, and Insurance Code provisions.
7. Provide all deliverables within the timeframe specified and deliver all materials in editable source file formats, not locked PDFs alone. Editable source files, models, and templates must be provided for all deliverables.
8. Complete up to two (2) rounds of revisions per deliverable within the fixed contract price.

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I. **Covered California's Roles and Responsibilities**

Covered California shall:

1. Designate a Covered California Representative who will serve as the primary point of contact and who has authority to act on all aspects of the contract.
2. Provide access to business, operational, financial, and technical documents as necessary for the Contractor to complete tasks identified in this Agreement.
3. Ensure appropriate internal resources are available to attend required milestone meetings and answer questions on a timely basis.
4. Ensure that decisions are made in a timely manner so as not to delay the project schedule.
5. Identify and provide access to Subject Matter Experts as needed to assist with technical requirements or data interpretation.
6. Review and accept or reject each deliverable within ten (10) business days of receipt, unless the parties agree in writing to an alternative deadline.

J. **Contract Deliverables**

The following deliverables are required under this contract. Each deliverable must meet the acceptance criteria defined below before the associated milestone payment will be released. No milestone is deemed complete until Covered California provides Formal Written Acceptance.

#	Deliverable	Description	Acceptance Criteria
1	Landscape and Diagnostic Memo and Report Out	A concise, decision-ready synthesis of the federal and California policy landscape, internal operational data, and peer benchmarks. Primary evidence base must come from document review, data analysis, and independent research—not interviews alone. Synthesis must be delivered in a document and a presentation on the findings must be provided to the Executive team and Directors.	All critical findings supported by sourced data; covers federal ACA policy, state regulatory environment, organizational performance data, and peer agency benchmarks; format is editable and decision-ready.

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#	Deliverable	Description	Acceptance Criteria
2	Draft Strategic Framework	A set of two (2) to five (5) bold, cross-divisional strategic goals grounded in the landscape analysis and diagnostic findings, aligned with Covered California's mission, vision, and values, and structured to drive enterprise-wide action. This work should build off of Covered California's existing strategic plan.	Goals pass a SMART audit; each is specific enough to support OKR and KPI development, budgeting, and divisional execution; reviewed and approved by Executive Leadership Team.
3	OKR and KPI Library	A comprehensive OKR and KPI framework for each strategic goal, including definitions, baselines, targets, named owners, data sources, and reporting cadence.	Each OKR and KPI has a defined owner, baseline value, measurable target, identified data source, and reporting schedule.
4	Implementation Roadmap	A sequenced, phased roadmap spanning 12, 24, and 36+ months, with milestones, dependencies, risks, and a governance structure designed to be low-burden and easy to operationalize.	Roadmap identifies clear milestones and owners; dependencies and risks are documented; governance structure requires minimal standing meetings and is sustainable for internal staff.
5	Strategic Budgeting Crosswalk	Conduct a comprehensive assessment of Covered California's current budget development process and deliver a fully integrated strategic budgeting alignment package — including a strategic-to-budget crosswalk, a repeatable BCP/BCS alignment process, a resource prioritization methodology, staff capacity guidance and job aids, and a phased implementation roadmap that formally connects strategic priorities to annual and multi-year resource allocation decisions.	Each strategic initiative linked to a budget category or allocation decision; document is usable in annual budget planning process; delivered in editable format.
6	Executive Summary and Board-Ready Materials	A polished, concise executive summary of the strategic plan and supporting materials suitable for presentation to Covered California's Board of Directors.	Board materials are narrative-driven, professionally formatted, and require no significant rewrite; executive summary is no more than 10 pages; source files are editable.

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#	Deliverable	Description	Acceptance Criteria
7	One year business planning tools and templates	Annual business planning tools and templates that can be used to translate the enterprise strategic plan into clear, actionable annual priorities, initiatives, and resource plans.	These tools must support consistent execution of the strategic plan while allowing Covered California to adjust priorities, assumptions, and resource decisions from year to year without ongoing consultant support.
8	Training Modules	Assess the training and capacity-building needs of Covered California's Executive Leaders, Directors, and Deputy Directors and develop a customized set of leadership training modules — designed for delivery by Covered California University's training team in both virtual and in-person formats — that build consistent fluency with the strategic plan and equip senior leaders with the knowledge and skills needed to effectively communicate and execute on it across their divisions.	Deliver a finalized set of customized leadership training modules, accompanied by a training needs assessment report, that have been reviewed and approved by Covered California leadership and are ready for delivery by Covered California University's training team with no further development required.
9	Organization-Wide Communications Toolkit	A practical enterprise rollout kit including core messaging, FAQ, a leadership cascade plan, and a rollout calendar for full-organization deployment.	Toolkit includes core messages, FAQ document, department-level cascade plan, and a week-by-week rollout calendar; all materials are ready for immediate deployment without major revision.

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

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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.

K. Deliverable Acceptance Criteria

1. All concluded work must be submitted to Covered California for review and approval or rejection. It will be Covered California's sole determination as to whether any task has been successfully completed and is acceptable. The following process governs all deliverable reviews:
 - a. Upon submission of a deliverable, Covered California shall have not less than ten (10) business days to either accept or reject the deliverable, unless the parties mutually agree in writing to an alternative deadline.
 - b. If Covered California rejects a deliverable, Covered California will notify the Contractor in writing with the reasons for rejection and a list of deficiencies. The Contractor shall have seven (7) business days to cure the deficiency and resubmit the corrected deliverable at no additional cost to Covered California.
 - c. After receipt of a corrected deliverable, Covered California shall again review the resubmission and provide acceptance or notice of continuing deficiency within ten (10) business days.
 - d. If the revised deliverable still fails to meet acceptance criteria, Covered California reserves the right to terminate the contract for cause and withhold remaining payment for that phase.
 - e. In no event shall the Contractor be entitled to any price increase due to rejections, delays, resubmissions, or agreed-upon modifications of deliverables.

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- f. Such reviews and resubmissions shall not be construed as a waiver of any deliverable obligation, scheduled due date, or any rights or remedies available to Covered California.
2. Throughout the term of 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 each invoice for payment.
3. Contractor's 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.
4. Deliverable acceptance criteria shall include, but not be limited to, the following:
 - a. Deliverable-specific work was completed as specified and the final deliverable product or service was rendered to the satisfaction of Covered California;
 - b. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved;
 - c. All goods/equipment delivered conform to specifications and quantities, including requirements for special handling and packaging; and operability and functionality;
 - d. All deliverable documentation and artifact gathering have been completed and delivered; and
 - e. All deliverables are in a format useful to Covered California.
 - f. All deliverables must satisfy the following quality gateway standards to be eligible for Formal Written Acceptance:
 - All deliverables must satisfy the following quality gateway standards to be eligible for Formal Written Acceptance:
 - Independent analysis: The fact base must come primarily from document review, data analysis, internal and external landscape scan,

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and benchmarking. Interviews may validate findings but must not substitute for analytic work.

- **Actionability:** Strategic goals must pass a SMART audit and be specific enough to support OKR and KPI development, budgeting, and execution planning.
 - **Usability:** Deliverables must be concise, decision-ready, and provided in editable formats. Covered California reserves the right to reject deliverables that require major internal rewriting before they can be used operationally.
 - **Stakeholder alignment:** For goal and KPI deliverables, post-session confirmation from the steering committee or executive sponsors must reflect greater than 80% agreement on strategic direction.
5. Covered California reserves the right to review and inspect all deliverables following Contractor's delivery of each deliverable to Covered California, and to determine whether the deliverables are satisfactory and conform to Covered California's specifications. Covered California may, in its sole discretion, either: a) reject a deliverable if it fails to conform to the specifications and meet Covered California's satisfaction or has defects (collectively, "errors"); or b) may accept each deliverable if it has no such errors ("acceptance"). Covered California shall have not less than ten (10) business days from the receipt of the deliverable to either accept or reject the deliverable, unless the parties mutually agree to an alternative deadline.
 6. If Covered California rejects a deliverable, Covered California will notify the Contractor in writing via email or otherwise to Contractor's representative with the reason for the rejection and a list of deficiencies. The Contractor shall promptly correct the stated deficiencies and resubmit the corrected deliverable within five (5) business days of receipt of the written notice and list of deficiencies, unless an extension is requested in writing by the Contractor and approved by Covered California. Contractor shall respond to all of Covered California's comments, and as appropriate and necessary, incorporate such responses into its resubmission of the deliverable.
 7. After receipt of a corrected deliverable, Covered California shall again have the opportunity to review the resubmitted deliverable and will provide Contractor with an acceptance of that deliverable or give a notice of continuing deficiency within ten (10) business days. If notice of a continuing deficiency is given, Covered California will provide the Contractor a description of the deficiencies that continue. If Contractor fails to meet all criteria within the specified timeframes, Covered California reserves the right

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to; a) modify timeframes as necessary (in Covered California's sole discretion) until Covered California is satisfied that all deliverables comply with Covered California's specifications as required by the Agreement; or b) terminate this Agreement for cause.

8. In the event Covered California fails to review and accept or reject a deliverable within ten (10) business days of receipt or such additional time as the parties may agree, the Contractor shall notify Covered California of the late response and proceed with performance as if acceptance had been received from Covered California. However, such failure by Covered California to respond shall not constitute a formal acceptance of the deliverable by Covered California. If, in such circumstances, Covered California subsequently requires material changes to the deliverable, the parties shall fairly consider and mutually agree as to the effect of the untimely rejection or acceptance on the delivery or implementation schedules. In no event shall the Contractor be entitled to any price increase due to the need to correct deficient deliverables as identified by Covered California.

Such reviews and resubmissions shall not be construed as a waiver of any deliverable or obligation to be performed under this Agreement, nor of any scheduled deliverable due date, nor any rights or remedies provided by law or through this Agreement. Additionally, Covered California's waiver of, or lack of objection to, a deficiency with respect to a particular deliverable or obligation shall not be construed to be a waiver of the same or a similar deficiency or obligation with respect to any other deliverable.

9. As used in this section, the term "continuing deficiency" shall be limited to:
 - a. Inadequate resolution, in the reasonable judgment of Covered California, of the items raised during the previous Covered California review;
 - b. Related issues which were tied to or created by the method of resolving the previous Covered California comments;
 - c. Items which could not be thoroughly tested or reviewed by Covered California because of an inadequate, incorrect or incomplete deliverable, previously submitted, which was identified as inadequate, incorrect or incomplete by Covered California's previous written comments; and
 - d. Omissions of parts of a deliverable.
10. Unless otherwise agreed upon by Covered California, Contractor shall not delay the resubmission of a previously rejected deliverable to include the introduction of new items identified by the Contractor during subsequent

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reviews. Any such new items, including those items which could have been identified by a thorough review of a previously submitted deliverable, shall be considered separately under the following review process. In such circumstances, Contractor shall introduce new items to Covered California for review, and if the parties mutually agree upon the material revision of a deliverable, the parties shall fairly consider and mutually agree as to the effect of the new items on the deliverable(s) or implementation schedules.

11. If deliverables are not submitted to the satisfaction of Covered California and Covered California terminates the contract, the Contractor may be held liable for any additional costs, including, but not limited to, the costs of administration and rebidding of the work to be completed. Unless otherwise agreed upon by Covered California, in no event shall the Contractor be entitled to any price increase due to any rejections, delays, resubmissions, or agreed-upon modifications of deliverables pursuant to this Section.

L. Project Representatives

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

Covered California Representative:	Contractor Representative:
(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)