# SCOPE OF WORK

## Purpose

On behalf of Covered California’s Equal Employment Opportunity (EEO) Office, the Contractor shall provide professional on-site injury prevention services including:

1. Assessment, evaluation, and consultation for employees who need to be reasonably accommodated to perform the essential functions of their job.
2. Education of employee about posture, workflow, and use of equipment in order to achieve desired goals. This information should be provided in person and in writing to the employee with a copy sent to the EEO Office.
3. Consultation on phone or email regarding equipment options, etc.
4. Preparation of thorough reports outlining Contractor’s evaluations and recommendations. Full evaluations require photographs to accompany the evaluation and recommendation. Quick checks and equipment fittings only require brief reports to outline Contractor’s findings. These reports will be delivered to the EEO Office.

## 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.

## Amendment

Covered California may, at its sole discretion, extend the term of the Agreement for two (2), one (1) year terms. The total number of contract years shall not exceed five (5) years. 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 and signed by the parties. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

## General Scope or Tasks

1. Contractor will conduct individualized reasonable accommodation workstation evaluations for an employee as requested by Covered California. The evaluations must be designed to reduce the risk factors associated with the employee’s musculoskeletal disorder(s) as well as improve functionality and productivity.

Contractor will provide services to employees who currently receive care for an injury or have a pre-existing medical condition that would be impacted by their workstation configuration.

1. Contractor will adjust workstation to ergonomic standards and employee comfort. Contractor will, at a minimum, service the employee’s task chair, keyboard platforms, foot platforms and desktop equipment.
2. Contractor will provide one-on-one ergonomic training to employee, including basic posturing and correct support strategies to reduce the risk factors associated with the employee’s musculoskeletal disorder(s) and to improve functionality and productivity. This one-on-one training shall include:
   1. Task specific ergonomic training.
   2. Reorientation/proper use of desktop equipment.
   3. Proper adjustment of workstation equipment (task chairs, mouse, monitor, and keyboard trays).

A summary of this training and recommendations will be provided to the employee and included in the report provided to the EEO Office.

1. Within two business days of the evaluation, Contractor will provide a written report with specific findings and recommendations for workstation modifications and appropriate employee work techniques. This report will include pictures of the employee’s workstation and posture.
2. Contractor will recommend ergonomically appropriate equipment for the employee.
   1. Contractor may utilize sample equipment for fitting or demonstration purposes.
   2. To mitigate conflicts of interest, Contractor cannot sell recommended equipment to Covered California.
   3. Contractor may adjust fit equipment ordered through the reasonable accommodation process. Equipment adjustment and staff training will be reimbursed at the designated rate in Exhibit B, Attachment 1 (Cost Worksheet).
3. Consultative Services: Contractor will provide consultation regarding equipment options or methods for resolving an employee’s ergonomic concern.
4. Contractor will arrange for the installation of equipment if the employee’s workplace is located at their home. As needed, Contractor will coordinate installation of equipment with Covered California.
5. Contractor and its respective employees will follow the current guidance, orders, and laws from the Center for Disease Control and Prevention (CDC), the California State Public Health Officer, California Department of Public Health (CDPH), the Governor of the State of California, Cal OSHA, and other federal, state, and local government officials, departments, and agencies regarding COVID-19 safety, mitigation protocols, and reporting procedures when performing services at a Covered California location identified in Section E or an employee’s home.

## 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. Services will be provided during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays. Contractor can be reimbursed for travel per the rates listed in Exhibit E for travel to the Fresno Service Center, Oakland Regional Office, or other telework locations/regional offices (items 4-6 below) as approved by the point of contact in Item K of this Exhibit.

* 1. Covered California Exposition Office:

1601 Exposition Boulevard, Sacramento, CA 95815

* 1. 1000 North Alameda St.

Los Angeles, CA  90012

* 1. Fresno Service Center

247 E.Ness Avenue, Fresno, CA 93720

* 1. Oakland Regional Office

7677 Oakport Street, Suite 800, Oakland, CA 94621

* 1. Other telework locations/regional offices may be included as directed by the Covered California Project Representative.

## 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. Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. Covered California and the Contractor shall negotiate the hourly rate of any substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, on the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract.
3. 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 Contactor, the Contractor shall assign a substitute employee.

## 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 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.

## 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.

## 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 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.

## 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 tasks have been successfully completed and are acceptable.
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:
5. Deliverable-specific work was completed as specified and the final deliverable product or service was rendered to the satisfaction of Covered California;
6. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved;
7. All goods/equipment delivered conform to specifications and quantities, including requirements for special handling and packaging; and operability and functionality;
8. All deliverable documentation and artifact gathering have been completed and delivered; and
9. All deliverables are in a format useful to Covered California.
10. 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.
11. 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.
12. 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 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.
13. 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.

1. As used in this section, the term “continuing deficiency” shall be limited to:
2. Inadequate resolution, in the reasonable judgment of Covered California, of the items raised during the previous Covered California review;
3. Related issues which were tied to or created by the method of resolving the previous Covered California comments;
4. 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
5. Omissions of parts of a deliverable.
6. 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 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.
7. 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.

## Project Representatives

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

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| --- | --- |
| **Covered California Representative:** | **Contractor Representative:** |
| Kasey Singh  Covered California  1601 Exposition Blvd.  Sacramento, CA 95815  (916) 591-2664 T  [Kasey.Singh@covered.ca.gov](mailto:Kasey.Singh@covered.ca.gov) | (Representative’s Name)  (Contractor’s Name)  (Address)  (City, State and Zip)  (916) XXX-XXXX T  (Email Address) |