

EXHIBIT A SCOPE OF WORK

1. BACKGROUND

The Department of Managed Health Care's (DMHC) mission is to protect consumers' health care rights and ensure a stable health care delivery system. The DMHC accomplishes its mission by ensuring the health care system works for consumers. The Department protects the health care rights of more than 25 million Californians by regulating health care service plans, assisting consumers through a consumer Help Center, educating consumers on their rights and responsibilities and preserving the financial stability of the managed health care system.

With the number of grievances and Independent Medical Reviews (IMRs) received by the DMHC trending upward, the need for ongoing clinical, network, and analytics consultation has arisen, and is critical and extremely time sensitive. It is imperative now more than ever that the DMHC employ a Chief Medical Officer (CMO) to assist with compliance of statutory and regulatory requirements, to drive improvement in clinical outcomes for health plan enrollees, and to improve the DMHC's effectiveness.

2. OVERVIEW

Under the leadership of the Director and Chief Deputy Director, the incumbent acts as the DMHC's CMO, serving as the chief consultant on clinical and provider network adequacy issues and advising on clinical integrity in DMHC programs, contracts and activities. The CMO will develop the DMHC's comprehensive health plan quality improvement program (QIP) to drive continuous improvement in clinical outcomes for health plan enrollees.

The CMO oversees DMHC's clinical quality improvement programs and provides consulting for DMHC clinical contracts including Independent Medical Review, Medical Expertise, medical surveys, enforcement expert witness, and claims examinations.

The CMO serves as the DMHC's chief consultant on clinical matters and provides clinical technical assistance on proposed legislation and regulatory actions. The CMO also coordinates with CMOs and clinical staff at health plans to resolve disputes on behalf of consumers and with CHHS/State of California/Federal government and agencies on matters of mutual impact or concern. Additionally, the CMO comments on draft federal regulations, as needed.

Actions of the CMO have a direct impact on the reputation, confidence and effectiveness of the operations of the DMHC statewide. The CMO is positioned to provide information, advice, and support on a regional and statewide basis regarding value creation, delivery system reform, quality, and network management. Because of this, the CMO will develop, plan, and advise on implementation of policies that advance and improve the health of Californians and strengthen the health care delivery system.

3. **LOCATION AND HOURS**

The Contractor's tasks may be performed at the DMHC or offsite at the Contractor's business location. Initially, the Contractor is expected to be on site to familiarize him/herself with DMHC operations, DMHC staff and to physically attend key meetings regularly including but not limited to weekly Deputy Director meetings and monthly Program Manager meetings. Meetings may be held at the DMHC headquarters located at 980 9th Street, Sacramento, CA 95814 or at 1 FTB Court, Sacramento, CA 95827, but may be held at other venues, as needed. The tasks shall require a work week of up to thirty (30) hours, unless otherwise specified. As the contract evolves, the Contractor may work remotely from the Contractor's business location.

4. **CONTRACT TERM**

The term of this contract shall be July 1, 2016 through June 30, 2019.

5. **CONTRACT MANAGERS**

The Contract Managers during the term of this Agreement will be:

Department of Managed Health Care	Contractor Name:
Division/Unit: Office of the Director	Division/Unit:
Name: Marta Green	Name:
Address: 980 9 th Street, Suite 500 Sacramento, CA 95814	Address:
Phone: (916) 327-0098	Phone:
Fax: (916) 322-2579	Fax:
E-mail: Marta.Green@dmhc.ca.gov	E-mail:

The parties may change their Contract Manager upon providing ten (10) days written notice to the other party. Said changes shall not require an amendment to this Agreement.

6. **ADMINISTRATIVE REQUIREMENTS**

The Contractor agrees to complete the Administrative Requirements outlined in Exhibit C – Additional Provisions, Section C a) and b).

7. **MINIMUM QUALIFICATIONS**

The Contractor must be a licensed medical doctor in the State of California and have a minimum of three years' experience interacting with health plans and/or provider groups.

8. **TASKS TO BE PERFORMED**

Under the direction of the Director and Chief Deputy Director, the Contractor will perform the following tasks:

- a. Advise the Director on clinical matters, serve as the DMHC's chief clinical consultant on medical matters, provide clinical technical assistance on proposed legislation and regulatory actions, coordinate with CMOs and clinical staff at CHHS/State of

- California/Federal governments and agencies on matters of mutual impact or concern, and provide clinical comments to draft federal regulations.
- b. Develop and recommend to the Director appropriate clinical quality improvement standards, regulations and policies.
 - c. Provide leadership and expert analysis, evaluation, and recommendations on the design, methodologies and findings of research studies and program evaluation papers and represent the DMHC in symposia and conferences on managed care policies and quality improvement issues.
 - d. Act as a clinical advisor to the DMHC's divisions, including but not limited to the Help Center, Office of Enforcement, Office of Financial Review, Office of Legal Services, and Office of Plan Licensing, on matters that have complex clinical components, including but not limited to, licensing filings, claims audits, financial exams, medical surveys, enforcement cases, and litigation.
 - e. Provide clinical consultation on DMHC contracts, as needed, including expert analysis and input into development of contract language.
 - f. Provide clinical input and guidance in the implementation and improvement of the DMHC Strategic Plan, ensuring sound medical practices are reflected in DMHC's goals, objectives, strategies and core values.
 - g. Direct the design, development, and implementation of DMHC's statewide health plan quality improvement program.
 - h. Work with DMHC's Directorate and internal and external stakeholders to identify Quality Improvement Program (QIP) elements that are patient-focused and data-driven.
 - i. Assess and advise on the appropriate and most effective strategies for QIP implementation, considering DMHC's statutory and regulatory authority.
 - j. Provide ongoing expert analysis and interpretation of QIP efficacy and make suggested enhancements.
 - k. Oversee and coordinate department involvement with statewide initiatives (e.g., the Right Care Initiative and Let's Get Healthy California).
 - l. Act as the departmental medical liaison providing outreach and maintaining working relationships with external stakeholders such as health plans, medical groups and organizations, advisory committees, hospitals and integrated health care systems, health condition organizations, professional societies, and consumer advocacy groups.
 - m. Participate as a member of the DMHC management team by taking an active role in implementing DMHC's strategic plan goals and objectives. The CMO acts on requests from the Director and Chief Deputy Director to develop special programs and provide program briefings.

9. **DELIVERABLES**

- a. The Contractor understands that all recommendations and contract deliverables must comply with the Knox Keene Health Care Service Plan Act of 1975, as amended, and the California Code of Regulations Title 28, Division 1, Chapter 1 (sections 1300.41-1300.826), as amended, as well as all other laws by which DMHC is regulated.
- b. The contract deliverables will be identified jointly by the Director and the Chief Deputy Director with agreement by the Contractor on deliverable dates.
- c. The Contractor shall provide all deliverables within the timeframe specified and required by the State.
- d. The Contractor understands and acknowledges that all deliverables must be reviewed, approved, and accepted by the State.
- e. The Contractor understands that any State-requested revisions to any deliverable shall be incorporated by the Contractor within seven (7) calendar days from the date in which the State provided its feedback, unless a different timeframe is required and specified by the State.
- f. 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 additional revisions until the revised deliverable is accepted and approved by the State.