



MASTER SERVICE AGREEMENT (MSA)
CALIFORNIA PRISON HEALTH CARE SERVICES

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

REQUEST FOR OFFER

LEVERAGED PROCUREMENT AGREEMENT
INFORMATION TECHNOLOGY CONSULTING SERVICES
ORION AND INITIATE DEVELOPER
RFO #11-041-ITS

May 2, 2011

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for a Contractor to develop and support Orion and Initiate applications within CPHCS' Clinical Data Repository (CDR) system throughout migration to a new Tier-III datacenter. Contractor will work in conjunction with CPHCS' Health Care Applications Development and Support Unit, and Allied Health Services, to provide all development, implementation, maintenance, and knowledge transfer activities for the Clinical Applications Migration project.

Contractor will report to CPHCS' Deputy Chief Information Officer (DCIO), Clinical Applications, or designee(s). In submitting an offer vendor must comply with the instructions found herein.

The term of the proposed Agreement is targeted for June 15, 2011, through December 14, 2012. CPHCS reserves the option to extend the Agreement for up to an additional eighteen (18) months at the same rate of award and/or to add additional funds up to the maximum MSA threshold. The contract award is subject to availability of funds approved for this purpose and renewal of the IT Consulting Services MSA.

All offers must be signed by an authorized officer of the company or firm who has legal and binding authority. By submitting an offer, your firm agrees to the terms and conditions stated in this Request for Offer and in accordance with your authorized Leveraged Procurement Agreement (i.e., Master Service Agreement [MSA] contract).

Offers are due by 4:00 p.m., Tuesday, May 31, 2011. Responses and any required copies must be submitted by electronic mail and clearly labeled to the department contact noted below.

Department Contact:

California Prison Health Care Services
Attention: CYNTHIA BASA
P.O. Box 4038
Sacramento, CA 95812-4038
(916) 324-8045
Cynthia.Basa@cdcr.ca.gov

RESPONSE GUIDELINES

This RFO, Offeror's response, the General Provisions – Information Technology (GSPD 401IT, effective 06/08/2010), and applicable IT Services Special Provisions will be made part of the ordering department's Purchase Order and/or procurement contract file.

Offers must be submitted electronically to the departmental contact address noted on page 1. All pages of Offeror's response received prior to due date and time will be considered. CPHCS is not responsible for any e-mail loss and/or failure to receive an Offeror's response. CPHCS assumes no responsibility if Offeror cannot transmit their response electronically to the departmental e-mail address and/or if the entire response is not received prior to Request for Offer (RFO) due date.

The delivery of any offer via U.S. mail, private delivery service, and/or by personal service will not be accepted by CPHCS. In the event of such delivery, CPHCS may consider the offer as non-responsive.

Offers submitted in response to this RFO must include all of the following information:

1. Cover letter signed by the authorized officer of the company or firm who has legal and binding authority;
2. Full legal name of Offeror's organization or firm, mailing address, telephone and facsimile numbers;
3. Name, telephone number, and electronic mail (i.e., e-mail) address of Offeror's contact person;
4. Submission date of Offer;
5. A copy of Offeror's MSA that includes the California Department of General Services (DGS) logo, MSA number, term and DGS' signature approval;
6. Copy of Liability Insurance Certificate;

Offeror must provide CPHCS with a Certificate of Insurance showing that there is liability insurance currently in effect for Offeror of not less than \$1,000,000, per occurrence, for bodily injury and property damage liability combined. The Certificate of Insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State;¹ and
- b. The State of California is included as additional insured.

7. Proof of Worker's Compensation Insurance;

Offeror shall provide CPHCS with a Certificate of Insurance showing that there is current workers' compensation insurance coverage for its employees who will be engaged in performance of the requested services. The Certificate of Insurance must include provision that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

¹ "Days" means calendar days unless otherwise specified.

8. Completed Rate Sheet (Exhibit B-1);

Exhibit B-1 (Rate Sheet) must provide: 1) description of deliverable(s); 2) deliverable task number; 3) cost per deliverable; and 4) total cost. The ensuing Agreement will be invoiced and reimbursed on a deliverable basis (i.e., fixed-cost).

- a. An example of Offeror's proposed Rate Sheet (Exhibit B-1) has been included within RFO.

Any modifications to SOW of the ensuing Agreement will be defined, documented, and mutually agreed upon by Contractor and CIO, or designee, and may be reimbursed on a time and materials rate or fixed-cost as proposed via work a authorization.

9. Offeror Declaration Form (GSPD-05-105);

Offerors must complete the Offeror Declaration and include it with response. When completing the declaration, Offerors must identify all subcontractors proposed for participation in the contract. Offerors awarded a contract are contractually obligated to use the subcontractors for requested services unless CPHCS agrees to a substitution via amendment to the Agreement.

The GSPD-05-105 can be found at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf#search=gspd%2005-105&view=FitH&pagemode=none>.

- Prior to award contractors may be requested to submit additional written clarifying information (e.g., STD. 843 – Disabled Veteran Business Enterprise Declaration, etc.). Failure to submit requested information may be grounds for rejection of offer.

10. Contractor's Small Business and/or Disabled Veteran's Business Enterprise Certification, if applicable;

11. Completed Payee Data Record (STD 204) - (Attachment A);

12. A detailed description of Contractor's approach for completing the services requested in Exhibit A (Statement of Work), Section C (Scope of Services) including, but not limited to, the functions, roles, and responsibilities of vendor personnel (i.e., individual consultant or team of consultants);

13. A description of Offeror's expertise and experience (e.g., type of services rendered, projects completed, etc.) providing IT direct services as requested in Exhibit A (Statement of Work);

14. Three (3) customer references for Offeror to verify engagement(s) similar in scope as requested in Exhibit A (Statement of Work);²

- a. Include a brief narrative of project description and Offeror's role for each reference provided.

15. Resumes of Contractor personnel must include all of the following:

- a. All relevant work experience (i.e., Orion and Initiate development experience[s]);
- b. A start and end date for each job cited; and

² Customer references will be used for selection purposes.

c. Three (3) customer references.

16. Copies of pertinent IT certification(s) (e.g., Orion or Initiate certification, etc.) acknowledging skills and competency in performing project development and/or support activities on large and/or complex IT projects.

17. Other Requirements:

Contractor's staff may be required to complete the following documents.

a. Contractor Confidentiality Statement (Attachment B):

The Political Reform Act of 1974 (Government Code Sections 81000-91015) requires consultants to file a Contractor Confidentiality Statement certifying no personal or financial interest with the CDR project or related projects, and agreeing to keep all information concerning the project confidential.

b. Non-Disclosure Agreement (Attachment C)

c. Statement of Economic Interests (Form 700) - (Attachment D)

Interested Offerors may submit questions and/or requests for clarification, via e-mail, to Cynthia.Basa@cdcr.ca.gov. CDCR responses to Offeror questions that provide new or additional information will be provided to all Offerors.

KEY DATES

Event	Date	Time
Release of Request for Offer	05/02/2011	
Questions or Clarifications Submittal (latest date)	05/13/2011	4:00 p.m.
Offer Response Submission Due Date	05/31/2011	4:00 p.m.
Comparison of Offers and Interview(s), if warranted.	06/06/2011 to 06/09/2011	
Best Value Determination – Selection of Vendor	06/10/2011	4:00 p.m.
Proposed Contract Start Date ³	6/15/2011	

³ Date subject to change.

SELECTION PROCESS

All offers will be reviewed for responsiveness to requirements of the RFO. If a response is missing required information, it may be deemed non-responsive. Responsive offers will be scored on the “Best Value” criteria listed below. Further review is subject to CPHCS' discretion.

Best Value Criteria	
Technical Experience:	60 Points
1. At least three (3) years experience implementing clinical documentation using Orion Health’s Clinical Documents product in a major health care organization;	0-10
2. At least three (3) years experience developing clinical documents, electronic forms and disease management in an environment that includes Orion Concerto, Initiate EMPI, Oracle HTB and Middleware technologies;	0-05
3. At least three (3) years experience implementing Initiate EMPI for a health care application;	0-10
4. At least five (5) years experience performing application architecture and development services in a public and/or private health care sector environment;	0-10
5. Have experience analyzing, troubleshooting, debugging, and optimizing Orion and Initiate software within a complex application;	0-05
6. Ability to monitor and maintain the normal functioning of the Orion and Initiate application components in a health care system;	0-05
7. Experience performing application design and development in a lead capacity;	0-05
8. Knowledge and experience of the various phases of the System Development Life Cycle (SDLC); and	0-05
9. Experience producing requirements documents, application architectures, system interfaces, data models, configuration management documents, and procedural manuals.	0-05
Administrative Criteria:	45 Points
1. Completeness of response package;	0-15
2. Detailed resumes of proposed personnel describing experience levels that support Statement of Work; and	0-15
3. Three (3) references for Offeror and/or company and/or firm. ⁴	0-15
Cost:	45 Points
1. Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points.	0-45

⁴ Customer references must support consultative services offered.

CPHCS reserves the sole right to reject any and all offers, and reissue this RFO. In the event CPHCS determines that the requested services would be best served by awarding of multiple agreements for this RFO, CPHCS reserves the right to make this determination and negotiate with Offerors having “best value” to award more than one company and/or firm. The awarded Contractor will be obligated to provide services at the deliverable price (i.e., fixed cost) offered in Exhibit B-1 (Rate Sheet), which under no circumstances may exceed their authorized MSA hourly rate(s) and/or dollar threshold.

EXHIBITS AND ATTACHMENTS:

Exhibit A	Statement of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit B-1	Rate Sheet
Exhibit C	CPHCS Special Provisions
Attachment A	Payee Data Record (STD 204)
Attachment B	Contractor Confidentiality Statement
Attachment C	Non-Disclosure Agreement
Attachment D	Statement of Economic Interests (Form 700)

EXHIBIT A STATEMENT OF WORK

A. BACKGROUND AND PURPOSE

The California Prison Health Care Receivership Corporation is a non-profit organization created to house activities of the Federal Receiver. United States District Court Judge, Thelton E. Henderson, established the Receivership as the result of a 2001 class action lawsuit (Plata v. Schwarzenegger) brought against the State of California over the quality of medical care in the State's prison system.

All activities of the Receivership have one common purpose: to create a collaborative environment where custody and health care staff improve upon the quality of medical services in California prisons in order to meet constitutional standards while reducing avoidable morbidity and mortality. The Receiver has adopted six goals that are necessary for CDCR's health care program to meet rise to constitutionally acceptable and sustainable levels. The goals are: 1) ensure timely access to health care services; 2) establish a prison medical program addressing the full continuum of health care services; 3) recruit, train and retain a professional quality medical workforce; 4) implement a quality assurance and continuous improvement program; 5) establish medical support infrastructure; and 6) provide for necessary clinical, administrative and housing facilities.

California Prison Health Care Services (CPHCS) has embarked on a number of Information Technology (IT) projects necessary to achieve the Receiver's efforts in raising the level of health care of patient-inmates to constitutional standards. Some of these projects include, but are not limited to, Clinical Data Repository (CDR), Health Care Scheduling System (HCSS), Mental Health Tracking System (MHTS), and Central Fill Pharmacy. CDR is a system that provides a core set of services and functionality that lay the foundation of an Electronic Medical Record (EMR). The solution incorporates Orion Portal, Initiate EMPI, Oracle HTB and Oracle Fusion Middleware technologies including Oracle Database 10g and 11g. The system will be migrated to a new Tier-III datacenter.

CPHCS' CDR, including Production, Stage, Quality Assurance (QA), and Development environments, is composed of all of the following:

1. Six (6) IBM Power servers;
 - Deployed using a PowerVM implementation as approximately forty (40) virtual servers; and
 - Running AIX Operating System (OS).
2. Sixteen (16) HP blade servers;
 - Deployed using a VMWare implementation as approximately one-hundred (100) virtual servers.
3. Four (4) environment iterations; and
 - Production. Requires 24x7 uptime. Hosts housing secured HIPAA data.
 - Stage. Serves as a replicated copy of the Production environment. Used as a final pre-deployment QA environment.
 - QA. A low volume system for testing and quality assurance.
 - Development. The primary environment for application coding, and development testing and debugging.

4. Each environment iteration serves a deployment for all of the following:
 - Oracle databases (DBs) on an AIX platform;
 - Oracle Middleware deployment of Fusion Middleware, Oracle SOA, Oracle B2B, and Oracle Service Bus (OSB) Middle Tier;
 - Apache web tier for portal access on a Linux platform;
 - Orion Concerto Portal on an AIX platform;
 - Initiate EMPI application on an AIX platform;
 - Oracle Data Integration (ODI) on a Linux platform;
 - Oracle Internet Directory (OID) on a Linux platform;
 - Oracle Access Manager (OAM) on a Linux platform; and
 - Oracle Virtual Directory (OVD) on a Linux platform.

CPHCS has deployed the CDR into production for a user-base distribution across thirty-three (33) adult-correctional institutions and headquarters. The current CDR implementation is located within a privately-operated Tier-III datacenter. Contractor's efforts will support the CDR migration to a new publicly-operated Tier-III datacenter with new hardware and infrastructure.

The new CDR deployment will be designed and built by CPHCS under the guidance of CPHCS' CDR Migration Manager. Contractor will support CPHCS' CDR Solution Architect to migrate Orion and Initiate components of CPHCS' CDR to the new Tier-III datacenter.

All CDR migration efforts require extensive collaboration between Developers, Application Architects, Subject Matter Experts (SMEs), Project Managers (PMs), CPHCS management and staff, and other external stakeholders. The migration team including contractors are anticipated to have fifteen personnel in total and will report to CPHCS' CDR Migration Manager or designee.

The California Prison Health Care Services (CPHCS) seeks a consultant or a team of consultants to support the Orion Portal and Initiate EMPI components of CPHCS' CDR system throughout its migration to a new Tier-III datacenter.

CPHCS anticipates Offeror will offer two (2) consultants.

B. CONTRACTOR QUALIFICATIONS

Contractor must meet all of the following Mandatory Qualifications to be considered for award. Contractors will be evaluated on expertise and experience stated in the resume against the mandatory qualifications. At discretion of CPHCS, interviews may be a part of the selection process.

Mandatory Qualifications:

1. At least three (3) years experience implementing clinical documentation using Orion Health's Clinical Documents product in a major health care organization;
2. At least three (3) years experience developing clinical documents, electronic forms and disease management in an environment that includes Orion Concerto, Initiate EMPI, Oracle HTB and Middleware technologies;
3. At least three (3) years experience implementing Initiate EMPI for a health care application;
4. At least five (5) years experience performing application architecture and development services in a public and/or private health care sector environment;
5. Have experience analyzing, troubleshooting, debugging, and optimizing Orion and Initiate software within a complex application;
6. Ability to monitor and maintain the normal functioning of the Orion and Initiate application components in a health care system;
7. Experience performing application design and development in a lead capacity;
8. Knowledge and experience of the various phases of the System Development Life Cycle (SDLC); and
9. Experience producing requirements documents, application architectures, system interfaces, data models, configuration management documents, and procedural manuals.

Desirable Qualifications:

1. Possession of Orion, Initiate, Oracle technology or IT career certification(s) acknowledging area of specialization;
2. Experience with CPHCS's Clinical Data Repository implementation or an equivalent project;
3. Experience deploying enterprise technology solutions within a health care and/or correctional environment;
4. Ability to understand business requirements and translate into requirements for solution capabilities;
5. Strong analytical skills to assess current application and infrastructure architecture, and identify improvement opportunities;
6. Service-Oriented Architecture (SOA) services development expertise in enterprise environment;

7. Experience performing application architecture and development services in a lead capacity;
8. Excellent verbal and written communication skills;
9. Knowledge of state IT policy and governance processes;
10. Knowledge of CPHCS and/or CDCR operations; and
11. Ability to work in a team environment as well as independently.

C. SCOPE OF SERVICES

Contractor shall perform all of the following deliverable tasks:

1. Assess Current (i.e., as-is) Orion and Initiate portion of CPHCS' CDR Architecture;

Meet with CPHCS' Deputy Chief Information Officer (DCIO), Clinical Applications, or designee and CPHCS SMEs (e.g., CDR Solution Architect, etc.) to gather design requirements and clinical application architecture.

Deliverable(s)

Collaborate with CPHCS' Subject-Matter Experts (SMEs) to develop all of the following:

1. As-is CDR Orion and Initiate architecture incorporated into as-is CDR system architecture assessment;
2. As-is CDR Orion and Initiate application architecture incorporated into as-is CDR application architecture assessment;
3. As-is CDR Orion and Initiate application infrastructure architecture incorporated into as-is CDR application infrastructure architecture assessment;
4. As-is CDR Orion and Initiate data model incorporated into as-is CDR data model assessment;
5. As-is CDR Orion and Initiate interfaces incorporated into as-is CDR system interfaces assessment; and
6. As-is CDR Orion and Initiate hardware and software component list incorporated into as-is CDR component list.

Acceptance Criteria

Approval of deliverables by CPHCS' DCIO or designee within four (4) weeks of agreement execution.

2. Analyze and Recommend Orion and Initiate Architecture Options;

Collaborate with CPHCS SMEs to develop prospective clinical application architecture options.

Deliverable(s)

1. CDR Orion and Initiate business needs and requirements list;
2. At minimum three CDR Orion and Initiate architecture options;

3. Benefit(s), cost(s), risk(s), and schedule impact analyses for each architecture option (i.e., Deliverable 2.2, above); and
4. Recommendation of preferred CDR Orion and Initiate architecture.

Acceptance Criteria

Approval of deliverables by CPHCS' DCIO or designee within six (6) weeks of agreement execution.

3. Develop Selected CDR Orion and Initiate Architecture;

Collaborate with SMEs to develop CPHCS' selected future (i.e., to-be) CDR Orion and Initiate architecture.

Deliverable(s)

1. To-be CDR Orion and Initiate system architecture incorporated into to-be CDR system architecture options;
2. To-be CDR Orion and Initiate application architecture incorporated into to-be CDR application architecture options;
3. To-be CDR Orion and Initiate application infrastructure architecture incorporated into to-be CDR application infrastructure architecture options;
4. To-be CDR Orion and Initiate data model incorporated into to-be CDR data model options;
5. To-be CDR Orion and Initiate interfaces (e.g., using SOA, web services, ODBC, FTP, etc.) incorporated into to-be CDR system interfaces options;
 - Additional system interface architecture will be subject to Work Authorization.
6. To-be CDR Orion and Initiate hardware and software component list for Development, Quality Assurance (QA), Stage, Production, and Disaster Recovery (DR) environments incorporated into to-be CDR architecture options.

Acceptance Criteria

Approval of deliverables by CPHCS' DCIO or designee within ten (10) weeks of agreement execution.

4. Develop CDR Orion and Initiate Migration Plan;

Collaborate with CPHCS SMEs to manage CDR Orion and Initiate migration plan development.

Deliverable(s)

1. CDR Orion and Initiate migration strategy as part of CDR Migration Plan;
2. Personnel, process, and technology impact analysis related to CDR Orion and Initiate migration as part of CDR Migration Plan;
3. CDR Orion and Initiate migration release and deployment process and procedure as part of CDR Migration Plan;
4. CDR Orion and Initiate support, maintenance, and management process(es), procedure(s), and standard(s) as part of CDR Orion and Initiate; and

5. CDR Orion and Initiate DR process, procedure, and standards as part of CDR Migration Plan.

Acceptance Criteria

Approval of deliverables by CPHCS' DCIO or designee within twelve (12) weeks of agreement execution.

5. Develop CDR Orion and Initiate Migration Schedule;

Collaborate with CPHCS SMEs to develop the CDR Orion and Initiate portion of CDR migration schedule.

Deliverable(s)

1. CDR Orion and Initiate migration and implementation schedule for all of the following:
 - a. CDR Orion and Initiate Development environment;
 - b. CDR Orion and Initiate QA environment;
 - c. CDR Orion and Initiate Stage environment;
 - d. CDR Orion and Initiate Production environment; and
 - e. CDR Orion and Initiate DR environment.
2. CDR Orion and Initiate migration task schedule that includes, but is not limited to, all of the following:
 - a. CDR Orion and Initiate architecture assessment;
 - b. CDR Orion and Initiate architecture analysis;
 - c. CDR Orion and Initiate portion of CDR application design;
 - d. CDR Orion and Initiate related CDR interfaces design;
 - e. CDR Orion and Initiate portion of CDR application configuration;
 - f. CDR Orion and Initiate migration evaluation;
 - g. CDR Orion and Initiate software installation;
 - h. Generate CDR Orion and Initiate test plan;
 - i. Development of CDR Orion and Initiate related CDR testing automation and execution;
 - j. CDR Orion and Initiate monitoring and optimization^{*}; and
 - k. CDR Orion and Initiate support and maintenance^{*}.

NOTE: The duration of each scheduled task may not take longer than two (2) working days to perform. Each task must have all predecessor(s), successor(s), and resource(s) identified.

^{*} Monitoring, optimization, support, and maintenance will be performed for the duration of CPHCS' CDR Migration Project.

Acceptance Criteria

Approval of deliverables by CPHCS' DCIO or designee within fourteen (14) weeks of agreement execution.

6. CDR Orion and Initiate Migration Plan Execution; and

Collaborate with CPHCS SMEs to execute CDR Orion and Initiate migration according to CDR Migration Plan.

Deliverable(s)

1. With CPHCS assistance, migrate Orion and Initiate components according to the CDR Orion and Initiate portion of the CDR Migration Plan;
 - a. Contractor shall complete and/or assist CPHCS to complete all CDR Orion and Initiate tasks listed on the CDR Migration Schedule and ensure all CDR Orion and Initiate components have been successfully migrated to the new datacenter for each environment iteration;
 - b. Contractor shall ensure migrated CDR Orion and Initiate complies with CPHCS approved architecture; and
 - c. Unless otherwise directed, CDR Migration Plan execution must be completed and delivered according to schedule.
2. Daily verbal, and weekly written, CDR Orion and Initiate migration reports that include, but are not limited to, all of the following:
 - a. Accomplishments;
 - b. Upcoming tasks;
 - c. Key decisions made and/or issues resolved;
 - d. Pending risks and issues for resolution; and/or
 - e. Impediments to migration progress.
3. Report status to all stakeholders regarding deliverable(s) completed, deliverable(s) in progress, migration risk(s), issue(s), and constraint(s), and key application support decision(s);
4. Provide operational support for services deployed in production, stage, test, development and DR environments;
5. Report gaps between current implementation and best practice implementations;
6. Identify existing and/or potential deficiencies and/or points of failure that may hinder CDR infrastructure expansion into an Electronic Medical Record (EMR) solution;
7. Recommendation(s) for resolution of existing and/or potential deficiencies and/or points of failure that have been identified.

Acceptance Criteria

Approval of deliverables by CPHCS' DCIO or designee.

7. CDR HTB Migration Knowledge Transfer.

Collaborate with CPHCS SMEs to provide CDR Orion and Initiate Migration knowledge transfer to CPCHS' staff, management, SMEs, and stakeholders.

Deliverable(s)

1. On the job training sessions:
 - a. Formal training sessions to CPHCS personnel or designee(s) on a monthly basis (i.e., twelve [12] training sessions); and
 - i. Formal training sessions shall be one hour; and
 - ii. Formal training sessions shall be given to project stakeholders, application owners, CPHCS management, and support staff.
 - b. Informal training sessions that provide knowledge transfer to enhance CDR project goals and methodologies.
 - i. Informal training is estimated to be fifty-two (52) one-hour sessions, is considered ad-hoc, and shall be provided to CPHCS' migration team.
2. Written Knowledge Transfer reports that describe all of the following:
 - a. Specific training title;
 - b. Training attendee(s);
 - c. Training date and time;
 - d. Training material provided; and
 - e. Any special requests or action items resulting from training.
3. Provide technical documentation (i.e., CDR Orion and Initiate architecture White Papers) to CPHCS' management.⁵
 - a. One White Paper shall be developed for external dissemination; and
 - b. One White Paper shall be developed for internal stakeholders, at minimum twenty (20) pages..

Acceptance Criteria

Approval of deliverables by CPHCS' DCIO or designee.

⁵ A total of two (2) White Papers shall be provided.

D. DELIVERABLE ACCEPTANCE CRITERIA

1. All completed work shall be submitted to the CPCHS' DCIO, or designee, for review, approval or rejection.
 - A Deliverable Expectations Document and/or Deliverable Acceptance Document must be submitted by Contractor and approved by CPCHS' DCIO, or designee.
2. It is CPHCS' sole determination as to whether a deliverable has been successfully completed and is acceptable to CPCHS' DCIO, or designee.
 - CPCHS will review and validate deliverables prior to final acceptance.
 - If a deliverable is not accepted, the State shall provide the reason, in writing, within ten (10) business days of receipt of said deliverable.
3. All documents, reports, recommendations, white papers, and diagrams will be generated using standardized formats and templates provided by CPHCS.
4. All documents, analyses, reports, recommendations, white papers, and diagrams will be submitted to CPHCS' DCIO, or designee, and produced using the following tools:
 - Microsoft Word;
 - Microsoft PowerPoint;
 - Microsoft Visio;
 - Microsoft Excel; and
 - Microsoft Outlook.

E. ASSUMPTIONS AND CONSTRAINTS

1. Any modifications to SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and CPHCS' CIO, or designee.
2. Services not specified in Scope may only be performed pursuant to a work authorization signed by CPHCS.
3. CPHCS reserves the right to renegotiate services deemed necessary to meet the needs of the project according to State priorities. CPHCS and Contractor shall mutually agree to all changes; and renegotiated services outside the scope of original contract may require control agency approval prior to commencement of work.
 - Work Authorization

Either party may at any time propose a change to Scope. If Contractor believes that such change will increase Contractor's costs or delay completion, the parties will negotiate in good faith to try to accommodate such requests. Contractor will price any additional fees, at CPHCS' option, based on time and material rate(s) or fixed cost. Contractor will disclose and explain to CPHCS its method of pricing a change order. At CPHCS' request, the parties will use project estimation tools to aid in determining pricing and to ensure that it is competitive in the marketplace. No change will be effective unless and until set forth in a written amendment to the Agreement, which is approved and signed by the parties. Any agreed upon modifications will be performed by Contractor in accordance with the amendment and Agreement provisions. Any failure to agree to a proposed change will not impair the enforceability of other Agreement terms or in Scope.

4. CPHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Agreement. Both parties are responsible for communicating any potential problem(s) or issue(s) to CPHCS' CIO, or designee, and the Contractor, respectively, within eight (8) hours of becoming aware of said problem(s).
5. Contractor must submit, in advance, a resume of all personnel substitutions. All Contractor personnel substitutions must be approved by the CPHCS PMO Director, or designee, prior to substituted personnel commencing work.
6. CPHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel.
7. Contractor represents that it has, or shall secure at its own expense, all staff to perform services described in the ensuing Agreement.
8. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. CPHCS ROLES AND RESPONSIBILITIES

1. CPHCS will provide cubicle accommodations at 660 J Street, Sacramento, California or at another designated location in the greater Sacramento area. Accommodations may include a desk, telephone, computer hardware, and software necessary for performance of the work.
2. CPHCS will not provide consultant(s) with smart phones, cell phones, etc.
3. CPHCS will be responsible to monitor and review services as invoiced.
4. CPHCS will help resolve and escalate issues within the organization, as necessary.
5. CPHCS may provide Contractor access to applicable files, reports, contracts, documents, and other relevant information.
6. CPHCS will provide staff availability for consultation meetings.
7. Provision of clerical or other support services is strictly at the option of CPHCS. Contractor should assume that CPHCS will not provide any assistance of a clerical nature for documents or telephone support.

G. CONTRACTOR ROLES AND RESPONSIBILITIES

In addition to Scope of Services specified in Item C, above, Contractor is required to do all of the following:

1. Provide input with other project team members for maintenance of overall project schedules and plans;
2. Collaborate with CPHCS' DCIO, or designee, to ensure CPHCS system and business process acceptance and the ability for CDR related systems to meet CPHCS requirements;
3. Collaborate with staff members to identify issues and risks, maintain decision and issue log, and ensure prompt resolution of issues;
4. Participate in CDR project and other meetings as necessary;

- CPHCS estimates fifty (50) scheduled one-hour meetings on an annual basis; and
 - CPHCS estimates fifty (50) unscheduled one-hour meetings may be requested by CPHCS' DCIO or designee.
5. Meet with CPHCS staff and/or SMEs to develop logistics, plans, documentation, and review products, upon request;
 - CPHCS estimates one-hundred (100) one-hour meetings for this task.
 6. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C (Special Provisions).
 - By accepting Agreement, Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit C;
 7. Return all State property including security badges, computer laptop, work products, etc., prior to termination of Agreement;
 8. Be tested for Tuberculosis and certified to be free of tuberculosis on the TB Infectious Free Staff Certification in order to gain entrance to the Institutions;
 9. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form in order to gain entrance to the institutions;
 10. Agree to abide by the Digest of Laws Related to Association with Prison Inmates; and
 11. Perform any other duties as requested by CPHCS' CIO or designee.

H. PERIOD OF PERFORMANCE

It is anticipated that the ensuing Agreement will begin June 15, 2011 through December 14, 2012. CPHCS reserves the option to extend Agreement for up to an additional eighteen (18) months at the same rate of award, and/or to add additional funds up to the maximum MSA threshold.

I. EVALUATION OF CONTRACTOR

The Deputy Chief Information Officer, Clinical Applications, or designee, will complete a written evaluation of Contractor's performance under the ensuing Agreement within sixty (60) days following the term end date. The evaluation shall be prepared on the Contract/Contractor Evaluation Form (STD 4) and maintained in the Agreement file for three (3) years. If Contractor's performance is deemed unsatisfactory, a copy of the evaluation shall be sent to the California Department of General Services (DGS), Office of Legal Services (OLS), within five (5) days, and to Contractor within fifteen (15) days, following completion of the evaluation.

"Days" means calendar days unless otherwise specified.

J. TERMINATION

Notwithstanding provisions #21, #22, and #23 of the State's General Provisions – IT (GSPD 401-IT, effective 06/08/2010), CPHCS reserves the right to terminate the ensuing Agreement immediately with or without cause.

K. CPHCS CONTRACT MANAGER

DEPUTY CHIEF INFORMATION OFFICER
Clinical Applications
California Prison Health Care Services
P.O. Box 4038
Sacramento, California 95812-4038

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered and upon receipt and approval of invoices, CPHCS agrees to pay Contractor on a deliverable basis (i.e., Fixed Price) in accordance with Exhibit B-1 (Rate Sheet).
- i. During execution of each task, which involves delivery of identified deliverables, and upon CPHCS' approval, Contractor may submit periodically to CPHCS invoices reflecting a pro-rata cost of the task based on the following:
- a. Number of work hours expended by Consultant in performance of each task divided by the number of work hours scheduled for the task, less a ten-percent (10%) withhold, less any amount(s) previously invoiced; and
- b. Signed acceptance of a Deliverable Expectations Document (DED) for task(s) performed by Contractor from CPHCS' CIO or designee, that clearly identifies stages of progress as reflected in written status reports submitted with invoices.
- ii. Upon completion of a deliverable in accordance with the acceptance criteria set forth in Exhibit A (Statement of Work), the full charge for such deliverable, less amount(s) previously invoiced to CPHCS, may be submitted for payment.
- a. A Deliverable Acceptance Document (DAD) must be approved by CPHCS' DCIO or designee, before approval of Contractor's invoice for payment.
- B. Contractor invoices shall not be submitted more frequently than monthly to the CPHCS.
- C. Invoices reflecting progress payments shall not exceed ninety percent (90%) of the total amount of this Agreement, with the balance to be invoiced upon successful completion of all deliverables.
- i. It is CPHCS's sole determination as to whether all deliverables haven been successfully completed and are acceptable to CPHCS.
- ii. Payment of Contractor's total 10% withhold is subject to completion of all deliverables and submittal of final written report to the satisfaction of CDCR.
- D. All invoices shall be submitted in triplicate on Contractor's letterhead and include the CPHCS Purchase Order and Agreement numbers, Consultant's name, task title, task and/or deliverable title, and invoice total.
- ii. Any invoices submitted without the above referenced information may be returned to Contractor for revision(s).

E. Contractor shall address and submit all invoices to:

IT ACQUISITIONS
Administrative Support Division
California Prison Health Care Division Services
P.O. Box 4038
Sacramento, California, 95812-4038
ATTENTION: JOSIE PROVERBS

2. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the project, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of the Agreement.
- b. If funding for purposes of this project is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.



MASTER SERVICE AGREEMENT (MSA)
CALIFORNIA PRISON HEALTH CARE SERVICES

EXHIBIT B-1
RATE SHEET

Contractor hereby agrees to provide all labor and transportation necessary to perform services in accordance with the Statement of Work and the Terms and Conditions of this Agreement.

This Agreement will be invoiced and reimbursed on a deliverable basis subject to completion, and approval by CPHCS' DCIO, or designee, of tasks or deliverables performed by Contractor.

Deliverables shall be reimbursed in accordance with contractors Attachment 1 (Cost Proposal Worksheet).

EXHIBIT C
CPHCS SPECIAL PROVISIONS

1. ACCOUNTING PRINCIPLES

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

2. SUBCONTRACTOR/CONSULTANT INFORMATION

Contractor is required to identify all subcontractors who will perform labor or render services in the performance of the Agreement. Additionally, the Contractor shall notify the CPHCS, DCIO, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

3. EMPLOYMENT OF EX-OFFENDERS

a. Contractor cannot and will not either directly, or via a subcontracted consultant and/or firm, employ in connection with this Agreement:

- (1) Ex-Offenders on active parole or probation;
- (2) Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or
- (3) Any ex-felon in a position which provides direct supervision of parolees.

b. Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:

- (1) Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
- (2) Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

4. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor’s expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CPHCS with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the

Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. CONFLICT OF INTEREST

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CPHCS or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;

- (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, “affiliated company, person or business” means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor’s owners, officers, principals, directors and/or shareholders, either directly or indirectly. “Affiliated companies, persons or businesses” include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor’s owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor’s business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any

dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

6. DISCLOSURE

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee which indicates violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

7. SECURITY CLEARANCE/FINGERPRINTING

The State reserves the right to conduct fingerprinting and/or security clearance through the California Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employees' access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

8. NOTIFICATION OF PERSONNEL CHANGES

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

9. NON ELIGIBLE ALIEN CERTIFICATION

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

The following provisions apply to services provided on departmental and/or institution grounds:

10. BLOODBORNE PATHOGENS

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to bloodborne pathogens.

11. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular contact is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

12. PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

- f. Encouraging and/or assisting prison inmates to escape are a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

- g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177

13. CLOTHING RESTRICTIONS

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The Contractor should contact the

institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

14. TOBACCO-FREE ENVIRONMENT

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

15. SECURITY REGULATIONS

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

16. GATE CLEARANCE

Contractor and Contractor's employee(s) and/or subcontractors(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include a California Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

17. BUSINESS ASSOCIATE AGREEMENT

The awarded Contractor will be required meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder. The Business Associate Agreement can be located at the link below:

http://www.cdcr.ca.gov/Divisions_Boards/Plata/HIPPA_ExhibitG.html.

18. ELECTRONIC WASTE RECYCLING

The Provider certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Provider shall maintain documentation and provide reasonable access to its records and documents that evidence compliance. CPHCS electronic data stored upon any Provider device must be returned to the CPHCS immediately and the vendor must certify that CPHCS data is either removed from the Providers devices by degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 and National Industrial Security Program (NISP) Operating Manual (DOD 5220.22-M) and Clearing and Sanitization Matrix (C&SM) based on NSA/CSS Policy Manual 9-12, "Storage Device Declassification Manual".

**ATTACHMENT A
PAYEE DATA RECORD (STD 204)**

The Payee Data Record (STD 204) can be located at the link below:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

**ATTACHMENT B
CONTRACTOR CONFIDENTIALITY STATEMENT**

I understand that Consultant can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). I certify that I have read and understand Conflict of Interest provisions identified in the online presentation “Ethics Orientation for State Officials” sponsored by the State of California Department of Justice, Office of the Attorney General and the Fair Political Practices Commission located at <http://caag.state.ca.us/ethics/index.htm>.

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for the CDR Orion and Initiate consulting services (RFO #11-041-ITS). For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality Agreement, all information concerning the planning, processes, development or procedures of the Project and all bids, proposals, correspondence, etc. which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, any aspect of any supplier’s response or potential response to the solicitation, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I must still keep all Project information confidential. I understand that following completion of this project that I must still maintain confidentiality should the Project and/or my organization be subject to follow-on contracting criteria per Public Contract Code §10365.5. I agree to follow any instructions provided related to the Project regarding the confidentiality of Project information.

I fully understand that any unauthorized disclosure I make may be grounds for civil or criminal penalties and/or contract termination. I agree to advise the Director of the CPHCS Project Management Office immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this Agreement. I also agree that any questions or inquiries from bidders, potential bidders or third parties shall not be answered by me and that I will direct them to CPHCS’ Project Management Office.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____ Telephone Number: _____

Fax Number: _____

Email Address: _____

**ATTACHMENT C
NON-DISCLOSURE AGREEMENT**

I certify that I will hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of the CDR Orion and Initiate consulting services. Based on my involvement with the CDR Orion and Initiate consulting services, where applicable, I certify that I have no personal or financial interest and no present employment or activity, which would be incompatible with my participation in the discussions, review and or participation in the procurement process for the CDR Orion and Initiate consulting services and related initiative(s)/procurement(s)/trainings thereof.

At all times during and after the process by which the California Prison Health Care Services and/or the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create the Project, CPHCS' and/or CDCR's employees, CPHCS' prospective bidders, and/or CPHCS and/or CDCR's vendors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties will protect CPHCS' and/or CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CPHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

I certify that I am fully able to provide fair and impartial consideration and contribution to all aspects of this project in which I am directly involved. I fully understand that any such disclosure by an employee of the State of California may be considered as a basis for disciplinary action.

Signature: _____ Date: _____

Printed Name: _____

Title _____

Organization: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

ATTACHMENT D
STATEMENT OF ECONOMIC INTERESTS (FORM 700)

The Statement of Economic Interests (Form 700) can be located at the link below:

<http://www.fppc.ca.gov/forms/700-10-11/Form700-10-11.pdf>