



**CALIFORNIA MULTIPLE AWARDS SCHEDULE**  
**CALIFORNIA PRISON HEALTH CARE SERVICES**  
**IT CONSULTING SERVICES**

**REQUEST FOR OFFER (RFO)**  
**RFO-09-028-ITS**

**SUBJECT MATTER EXPERT**  
**CONSULTANT SERVICES**

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Brand – Adobe: CMAS Category # 633  
Software: CMAS Category # 551  
IT Consulting – Software Development: CMAS Category # 1367

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Date: December 1, 2009

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Statement of Work (Exhibit A), and Cost Worksheet (Exhibit B). By submitting an offer, your firm agrees to the terms and conditions stated in this RFO, the California Prison Health Care Services (CPHCS) Special Provisions (Exhibit C), the State's General Terms and Conditions (GSPD-401IT) and applicable Information Technology (IT) Contract Modules, and your response to this RFO.

The State reserves the option to extend the contract for two additional six (6) month terms at the same rate of the award, and/or to add additional funds up to the maximum threshold allowed within your CMAS Agreement.

Read the attached document carefully. The RFO is due December 15, 2009. Responses to this RFO 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-Pinzon  
P.O. Box 4038  
Sacramento, CA 95812-4038  
(916) 324-8045  
[Cynthia.Basa-Pinzon@cdcr.ca.gov](mailto:Cynthia.Basa-Pinzon@cdcr.ca.gov)

**GENERAL INFORMATION**

**1. Background and Purpose:**

The Receivership is a non-profit organization created to house activities of the federal Receiver of California's Prison Health Care Services. United States District Court Judge Helton E. Henderson established the Receivership as the result of a 2001 class action lawsuit (Plata v. Schwarzenegger) against the State of California over the quality of medical care in the State's prison system, which is operated by the California Department of Corrections and Rehabilitation (CDCR). All activities of the Receivership have one common mission: reduce unnecessary morbidity and mortality; protect public health by providing patient-inmates timely access to safe, efficient medical care; and coordinate the delivery of medical care with mental health, dental and disability programs.

On June 6, 2008, federal Receiver, J. Clark Kelso, issued a plan called "Achieving a Constitutional Level of Medical Care in California's Prisons" (Plan), available at [http://www.cphcs.ca.gov/docs/court/ReceiverTurnaroundPlan\\_060608.pdf](http://www.cphcs.ca.gov/docs/court/ReceiverTurnaroundPlan_060608.pdf). This Plan calls for numerous actions to be performed over the next three-to-five years by California Prison Health Care Services (CPHCS) program to meet constitutionally acceptable and sustainable levels of patient-inmate medical care.

The Receivership has adopted six goals and their associated objectives and actions: 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.

The Receivership is focused on improving the California Prison Health Care Services (CPHCS), medical support infrastructure by improving access to care. It is now time to turn more attention to planning and activities to improve the secondary services that surround and support health care delivery systems. These services include, but are not limited to, expanding the use of telemedicine and upgrading CDCR's telemedicine technology infrastructure. Telemedicine enhances access to care and reduces costs by allowing physician specialists and psychiatrists to conduct consultations remotely. Streamlining Telemedicine services is a component of providing better access to care and several information technology projects are working towards this goal.

Earlier this year CPHCS initiated a pilot project to explore automation of the healthcare Request for Services (RFS) process as an interim step towards automating forms based processes. The pilot project uses Adobe LiveCycle based workflow to capture RFS forms entering the healthcare processing cycle as images resulting from facsimile requests. The project is currently focused on two (2) CDCR clinics as a proof of concept and, if successful, may be extended to additional institutional clinics.

The CPHCS seeks Offers from qualified firms to provide Adobe LiveCycle consultant services. The Awarded consultant(s) may work with all major CPHCS IT projects and collaborate with healthcare professionals.

**2. Key Dates:**

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Offerors are advised of the key dates and times shown below and are expected to adhere to them.

| Event                                                  | Date                                      |
|--------------------------------------------------------|-------------------------------------------|
| 1. Release of RFO                                      | December 1, 2009                          |
| 2. Questions or clarifications submittal (latest date) | December 8, 2009                          |
| 3. RFO Response Submission Due date (and time)         | <b>3:00 P.M. (PST), December 15, 2009</b> |
| 4. Anticipated Contract Award                          | (On or before) December 30, 2009          |

### 3. RFO Response Requirements:

This RFO, Offeror's response to this document, the State's IT General Provisions (GSPD 401IT), and any applicable IT Contract Modules will be made part of the ordering department's Purchase Order and/or procurement contract file.

Offeror's response must contain all requested information and/or data, and conform to the format described in this section. It is the Offeror's responsibility to provide all necessary information and/or data to the State to evaluate the response, verify requested information, and determine the Offeror's ability to perform the tasks and activities required in the State's Statement of Work (Exhibit A) and Cost Worksheet (Exhibit B).

The Offeror is required to submit their offer and any other requested and/or supporting documents electronically to the CPHCS contact name and email address noted on the cover sheet of this RFO.

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

#### **Exhibit A – Statement of Work**

The Offeror's "Scope of Work" (SOW), which responds to the State's Exhibit A (Statement of Work), will be incorporated into the offer as Attachment A and used to evaluate responsiveness to requirements. The Offeror's Scope of Work must map back to each task/deliverable specified in the State's Exhibit A (Statement of Work), Item C (Contractor's Roles and Responsibilities). The response must include any additional information and/or data that the Offeror deems necessary to explain how the Contractor intends to meet the State's requirements. The Attachment must, at a minimum, include the following components:

- **Attachment A-1 – Firm and Consultant Qualifications:**

This Attachment will summarize how the offering Firm, and its proposed consultant(s), meet the qualifications requirements in the Scope of Work section including, but not limited to, any additional support that may be available to the consultant(s) from the Firm.

Offerors must include the name, title/classification, certification/license, and resume of all consultant personnel (regardless of the manner in which Offerors intend to secure the services of those personnel [e.g., employee relationship, subcontract, or other arrangement]) who will be assigned to the project. The proposed consultant's hourly rates and description must be listed.

- **Attachment A-2 – Resume and References:**

A resume must be included for the named consultant(s) and references must be provided as specified in Exhibit A, Item E.

- **Attachment B – Response to the Cost Worksheet:**

As best value, Attachment B must provide a description of services; number of hours by title/classification; hourly rate per title/classification; specific task(s)/deliverable(s); and consultant name (see format in Exhibit B). The proposed cost must map back to the named consultant(s) in the Offeror's Scope of Work (Attachment A).

### **RESPONSE GUIDELINES**

#### 4. RFO Response Format:

Offers submitted in response to this RFO must include and comply with all of the following:

1. Cover letter signed by the authorized officer of the company who has legal and binding authority. Cover letter must include company name of the CMAS vendor, mailing address, telephone number, and e-mail address of contact person;

2. A copy of the Offeror's current CMAS contract and a signed Payee Data Record (Std. 204);
3. Offer submitted and dated by the due date and time listed in this RFO;
4. If applicable, Offeror's Disabled Veteran's Business Enterprise participation number;
5. If applicable, Offeror's Small Business Certification number;
6. As Attachment A, Scope of Work, a detailed description of the Offeror's approach for performing the services identified in Exhibit A (Statement of Work), which includes the functions, roles, and responsibilities of the proposed consultant(s).
7. As Attachment A-1, a description of the Offeror's and proposed consultant's experience and expertise related to the services to be provided in Exhibit A (Statement of Work);
8. As Attachment A-2, the resume of each proposed candidate that includes all relevant work experience. Resume must include the start and end date of each job cited, and the consultant's qualifications and experience in applicable technologies as specified in Exhibit A (Statement of Work), Item C (Contractor Roles and Responsibilities). Resume must easily identify the candidate's qualifications that will be used to meet the minimum requirements specified in the Scope of Work and all experience above the minimum requirements, which will be used for evaluation purposes;
9. Copies of pertinent certifications, if applicable, for the technical services requirements described in Exhibit A (Statement of Work);
10. Three customer references for the candidate(s) proposed for work in order to verify the candidate's engagement(s) similar in scope and deliverables as specified in Exhibit A (Statement of Work). Include a brief narrative of the project description and the candidates' role for each reference provided. Customer references will be used to verify information provided by the Offeror and for scoring the candidates; and
11. Completed Cost Worksheet (Attachment B). Hourly rates shown in Attachment B must be equal to or less than rates authorized in your CMAS contract. Offeror's costs must map back to the Statement of Work's task, deliverable, or consultant service. At the discretion of CPHCS, the ensuing agreement may be augmented for unanticipated services up to, but not to exceed, a reasonable percentage of the total value of the contract. **Any unforeseen work must be approved by the CPHCS Project Sponsor and will be paid at the consultant(s) hourly rate as specified in Attachment B (Cost Worksheet).** The ensuing agreement will include an option to extend the term for up to two additional one (1) year terms at the same rate accepted in the Cost Worksheet (Attachment B). The option to extend any ensuing Agreement may be subject to review by the California Department of General Services (DGS), Procurement Division (PD), related to the Offeror's CMAS expiration date.

## 5. Review of Offers for Award:

Responses to this RFO will first be reviewed for responsiveness to the requirements of Exhibits A and B. If a response is missing information required in either Exhibit it may be deemed non-responsive. Further review is subject to CPHCS' discretion.

Offers will initially be scored based solely upon the information presented in the written offer. The top scoring Offeror(s) may, at the sole discretion of CPHCS, have their proposed consultant(s) be invited for an interview. Based upon additional clarifying information and understandings presented during the interviews, final scores will be assigned for purposes of the Best Value determination. If interviews are requested, Offeror(s) will be notified of specific dates, times, and location, and which proposed consultant must be present at the interview. Award of a contract resulting from this RFO against a CMAS contract will be based on a "best value" method, which includes cost as a factor and will be scored individually per proposed consultant. Best value will be determined based on the criteria listed below.

|                         |             |                   |
|-------------------------|-------------|-------------------|
| Administrative Criteria | 40%         | 120 points        |
| Technical Criteria      | 30%         | 90 points         |
| Cost                    | <u>30%</u>  | <u>90 points</u>  |
| <b>Total</b>            | <b>100%</b> | <b>300 points</b> |

Administrative Criteria includes:

- Descriptions of firm and consultant qualifications;
- Resume(s) for proposed consultant(s) describing experience levels in detail that support the Statement of Work; and
- References for firm and consultant(s).

Technical Criteria includes:

- Outlines and examples of services from other projects performed by the proposed consultant(s) that support the Statement of Work; and
- Additional support that the Firm may bring to assist the consultant(s) in achieving success on the CDR project.

An interview, if requested, may contribute to the overall evaluation of Administrative and Technical criteria.

Cost Criteria:

- Costs for each proposal will be included in the overall evaluation of best value. Following is an example of a “best value” calculation:

|                     | <u>Offer 1</u>                | <u>Offer 2</u>                | <u>Offer 3</u>                |
|---------------------|-------------------------------|-------------------------------|-------------------------------|
| Admin Score         | 66 pts                        | 85 pts                        | 95 pts                        |
| Tech Score          | <u>54 pts</u>                 | <u>60 pts</u>                 | <u>64 pts</u>                 |
| <b>Total Points</b> | 120                           | 145                           | 160                           |
| Cost                | \$330,000                     | \$285,000                     | \$420,000                     |
| Calculation         | <u>\$285,000</u><br>\$330,000 | <u>\$285,000</u><br>\$285,000 | <u>\$285,000</u><br>\$420,000 |
| Cost points         | .86 x 90 = 77                 | 1.00 x 90 = 90                | .68 x 90 = 61                 |
| <b>Grand Total</b>  | <b>120+77 = 197</b>           | <b>145 + 90 = 235</b>         | <b>160 + 61 = 221</b>         |

In this example, the award goes to Offer 2 as the response that scored the highest points from amongst the Administrative and Technical Criteria as shown in the RFO, combined with the calculated Cost points.

**CPHCS reserves the sole right to reject any and all offers, and reissue this RFO. In the event the CPHCS determines that the requested services would be best served by the awarding of multiple agreements for this RFO, the CPHCS reserves the sole right to make this determination and negotiate with the Offerors having “best value” to award more than one consultant and/or Firm. The awarded Contractor(s) shall be obligated to provide services at the rate offered in the Cost Worksheet (Exhibit B), which under no circumstances may exceed the authorized CMAS rate(s).**

ATTACHMENTS:

- Exhibit A – Statement of Work
- Exhibit B – Cost Worksheet
- Exhibit C – CPHCS Special Provisions

**6. Term of Engagement:**

It is estimated that the project will begin on or about December 30, 2009, and will last for six (6) months. The CPHCS reserves the right to extend the contract for two additional six (6) month terms at the same rate of award, and/or to add additional funds up to the maximum CMAS threshold.

At any time during the term of the ensuing agreement, CPHCS, in its sole discretion, may instruct the Contractor to limit the amount of time being performed by the Contractor's assigned personnel.

**7. Termination:**

The CPHCS reserves the right to terminate any ensuing agreement(s) early if services are no longer required. Termination provisions in the ensuing agreement(s) will be subject to the State's IT General Provisions (GSPD401-IT).

**8. CPHCS Contract Manager:**

The manager for the work contained in this contract will be the CPHCS Deputy Chief Information Officer (DCIO) or designee.

**Budget Detail and Payment Provisions****9. Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of invoices, the CPHCS agrees to reimburse Contractor for said services, no more than monthly in arrears and in accordance with Exhibit B (Cost Worksheet). The Contractor shall provide the consultant's timesheet(s) with each invoice that specifies the work completed by consultant, the number of hours performed for each service, and any outstanding issues and concerns that need to be addressed. Services shall be billed on a time and materials basis.

All invoices shall be submitted with all supporting documentation that properly details all charges, expenses, and direct costs. All invoices submitted by Contractor to CPHCS must identify the Agreement Number. Any invoices submitted without the above referenced information may be returned to Contractor for re-processing.

Contractor shall address and submit all invoices to the following:

DAVID NORONHA  
Deputy Chief Information Officer  
Information Technology Services Division  
California Prison Health Care Services  
P.O. Box 4038, Suite 225  
Sacramento, California 95812-4038

**10. 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.

**11. Budget Contingency Clause:**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, 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 this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

**12. Travel and Miscellaneous Expenses:**

The work location will be at 660 J Street in Sacramento, CA, or another designated location in the greater Sacramento region. Limited travel outside the greater Sacramento metropolitan area may be necessary as CPHCS has institutions located throughout the State.

Any reimbursable travel and/or other expenses must be approved in advance by CPHCS' DCIO or designee and itemized in the Contractor's proposal. Travel reimbursement may not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations (CCR), Title 2, Division 1, Chapter 3, and/or regulations of the California Department of Personnel Administration (DPA), specifically Sections 599.619 through 599.631. Travel expenses shall be submitted on a State of California Travel Expense Claim, Std. 262, and are to be submitted with Contractor's monthly invoice for the applicable time period.

No travel or parking within the Sacramento metropolitan area will be paid. Only approved business travel originating at the CPHCS site may be reimbursed. Travel from the consultant's home or business to the primary CPHCS project site is not reimbursable, unless otherwise expressly authorized by CPHCS. For purposes of this RFO, there is no travel budget.

**EXHIBIT A – STATEMENT OF WORK****A. CONTRACT PURPOSE AND DESCRIPTION:**

The Receivership is focused on improving the California Prison Health Care Services (CPHCS), medical support infrastructure by improving access to care. Streamlining Telemedicine services is a component of providing better access to care and several information technology projects are working towards this goal. Earlier this year CPHCS initiated a pilot project to explore automation of the healthcare Request for Services (RFS) process as an interim step towards automating forms based processes.

The pilot project uses Adobe LiveCycle based workflow to capture RFS forms entering the healthcare processing cycle as images resulting from facsimile requests. The project is currently focused on two (2) CDCR clinics as a proof of concept and, if successful, may be extended to additional institutional clinics.

The CPHCS seeks offers from qualified firms to provide the services specified in Item C below (Contractor Roles and Responsibilities).

**B. CPHCS ROLES AND RESPONSIBILITIES:**

1. CPHCS will provide cubicle accommodations at 660 J Street, Sacramento, California or 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 be responsible for monitoring and reviewing of services as invoiced.
3. CPHCS will help resolve and escalate issues within the organization, as necessary.
4. CPHCS may provide Contractor access to applicable files, reports, contracts, documents, and other relevant information.
5. CPHCS will provide staff availability for consultation meetings.
6. 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.
7. The state does not pay overtime rates for hours worked exceeding eight (8) hours in a day by consultant. All hours are billed at the rate agreed upon regardless of the number of hours performed in a given day.

**C. CONTRACTOR ROLES AND RESPONSIBILITIES:**

Contractor shall provide consulting services that include, but are not limited to, all of the following:<sup>1</sup>

1. Perform all of the following activities related to Adobe LiveCycle & Forms Server:
  - Develop Adobe PDF forms;
  - Develop Adobe LiveCycle based workflows and incorporate forms into these workflows;
  - Incorporate AJAX, VB, and Java based scripting, where required, into the Adobe LiveCycle & Forms Server and accompanying workflows; and
  - Make forms and workflow based data persist into CPHCS' MS SQL and Oracle 10g databases.
2. Develop SAP (Crystal Reports) and MS SQL based reports; and

<sup>1</sup>Offers must include the first 3 areas of service as a single blended rate, based on the number of hours listed.



3. Adobe LiveCycle application development:
  - o Work with program users to capture requirements;
  - o Design, develop, test, and maintain services created with Adobe LiveCycle Suite components; and
  - o Work with CPHCS developers to coordinate code and application development.

Contractor shall also provide all of the following services:

1. Provide input with other project team members for maintenance of overall project schedules and plans;
2. Work collaboratively with the DCIO and other project staff to ensure system and business process acceptance by CPHCS, and the ability for CDR-related systems to meet CPHCS requirements;
3. Collaborate with staff members to identify issues and risks, maintain issue log, ensure prompt attention to and resolution of issues, and escalate when necessary;
4. Assist with preparation of issue, decision, and research documents;
5. Assist project managers with logistics, plans, documentation, and review products, upon request;
6. Attend team meetings, as necessary, and assist with proceedings;
7. Prepare monthly written status reports and ensure that all relevant information is provided to the DCIO;
8. Complete services in the agreed upon timeframe, including a weekly written status report provided to the DCIO, which describes current project status, services produced during the previous month, plans for the coming month, and any issues and/or risks identified during the reporting period;
9. Participate in coordination meetings to: a) Provide subject matter expertise; b) gather required information; c) and make recommendations, as appropriate. The consultant(s) will actively participate in information gathering meetings, fact-finding meetings, working sessions, status reporting (both verbal and written), presentations, and general communication on an ongoing basis to help ensure the success of the project.
10. In addition to required reports and tasks/deliverables requested by the DCIO, the consultant(s) will adhere to, and/or provide, the following as necessary:
  - Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C (Special Provisions). By accepting this Agreement, the consultant acknowledges that he/she has read and agrees to the provisions of Exhibit C;
  - Return all State property including security badges prior to termination of the Agreement;
  - Sign a Confidentiality Statement declaring that there is no conflict of financial interest with this project and agreeing to keep confidential;
  - Sign the Non-Disclosure Statement;
  - If applicable, 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;
  - If applicable, complete a Request for Gate Clearance Form, Application for Identification Card, and Emergency Notification form in order to gain entrance to the Institutions;
  - If applicable, agree to abide by the Digest of Laws Related to Association with Prison Inmates;

- Submit weekly timesheets to track actual time worked. The DCIO or designee will endorse these timesheets at the end of every workweek;
- Be responsible for completing services, which shall include all appropriate artifacts;
- Interface with stakeholders statewide, regional, and local institutional levels to ensure successful implementation of the project;
- Work with the DCIO and other CPHCS staff to identify, track, and report key project indicators required to implement the project;
- Communicate with CPHCS staff to ensure efficient and effective exchange of information, and that important and timely decisions are made;
- Oversee resolution of all project related issues and manage risks escalated; and
- Perform any other related duties as requested by DCIO or designee.

**D. ASSUMPTIONS AND CONSTRAINTS:**

1. If applicable, consultant's work hours should be consistent with CPHCS key staff on-site, generally normal State business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except for State holidays and State furlough days. For purposes of this solicitation and any ensuing agreement(s), all services may be performed on a time-limited-basis (i.e., 20-hours per week).
2. No overtime pay will be authorized for non-standard work hours.
3. The work location will be at 660 J Street in Sacramento, CA, or another designated location in the greater Sacramento area. Travel and miscellaneous expenses may be required and must be approved in advance by the DCIO or designee. All travel expenses will be reimbursed in accordance with California Department of Personnel Administration requirements.

**E. DESIRABLE CONSULTANT QUALIFICATIONS:**

1. Two (2) years experience developing with Adobe LiveCycle Suite and Server components;
2. Experience in health services organizations and expertise of electronic medical record systems;
3. Experience and expertise working with Java application and middleware development;
4. Experience dealing with State processes and control agencies; and
5. Experience working with law enforcement and/or health care services agencies.

**EXHIBIT B – COST WORKSHEET**

| Job Description or Service Type / Name | Hours | Rate Per Hour | Extended Total | Consultant Name |
|----------------------------------------|-------|---------------|----------------|-----------------|
|                                        |       |               |                |                 |
| Adobe LiveCycle Support                | 600   |               |                |                 |
|                                        |       |               |                |                 |
|                                        |       |               |                |                 |

Subtotal \$ \_\_\_\_\_

Estimated Travel Costs + 0.00 \_\_\_\_\_

Other Itemized Costs (if allowed) + \_\_\_\_\_

**Total Costs** \$ \_\_\_\_\_

**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 and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the California Prison Health Care Services, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

**3. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation;
- b. 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
- c. Any ex-felon in a position which provides direct supervision of parolees.

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:

- a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
- b. 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.

The Firm, its subcontractors, and every consultant proposed for employment by CPHCS must disclose any prior felony conviction at the time that an Offer is submitted. Failure to disclose a conviction may subject the consultant and the employing Firm to immediate dismissal and possible disbarment from future consulting opportunities with CPHCS.

**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 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 CPHCS 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 CPHCS and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CPHCS that would otherwise be performed by an individual holding a position specified in the CPHCS' 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, CPHCS 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 CPHCS. 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 CPHCS. 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 will conduct fingerprinting and/or security clearance through the 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 CPHCS facility, 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 CPHCS. Regular basis 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 CPHCS, at no cost to CPHCS, 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 CPHCS 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) or California Prison Health Care Services (CPHCS), 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 or CPHCS, 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 is 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 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. Darfur Contracting Act**

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

Offerors are required to submit the following Darfur Contracting Act Certification as Attachment C with their RFO response.

**18. 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.