



**DEPARTMENT OF CORRECTIONS AND REHABILITATION
CALIFORNIA PRISON HEALTH CARE SERVICES
STATE OF CALIFORNIA**

**STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION**

REQUEST FOR OFFER

**HEALTH INFORMATION MANAGEMENT (HIM)
PRIVACY CONSULTANT SERVICES
RFO #10-007-ITS**

ADDENDUM #2

April 19, 2010

BACKGROUND

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for Information Technology (IT) Consultant Services (i.e., Health Information Management [HIM] Privacy Consultant Services) to establish the CPHCS Privacy Office.

The original due date for RFO #10-007-ITS was on Tuesday, April 20, 2010.

Addendum #1, dated April 13, 2010, extended due date to Friday, April 30, 2010.

ACTIONS

CPHCS is hereby extending Addendum #1 due date of Friday, April 30, 2010, to Monday, May 3, 2010.

RFO #10-007-ITS, dated April 1, 2010, has been revised to read as follows:

- Offers are due by 4:00 p.m., ~~Friday Monday, April 30~~ May 3, 2010. Responses and any required copies must be submitted by electronic mail and clearly labeled to the department contact noted below.

CPHCS has also made substantive revisions to the following RFO categories: a) Introduction (page 1); b) Key Action Dates (page 4); c) Selection Process/Best Value (Technical) Criteria (page 5); d) Exhibit A (Statement of Work - pages 5, 8, 9, 10, 11, 12, and 14); and Exhibit B-1 (Rate Sheet – page 17). All substantive revisions are in strikeout and underline format.

All other terms and conditions for RFO #10-007-ITS remain the same.

Department Contact:

California Department of Corrections and Rehabilitation
Attention: CYNTHIA BASA-PINZON
P.O. Box 4038
Sacramento, CA 95812-4038
(916) 324-8045
Cynthia.Basa-Pinzon@cdcr.ca.gov



CALIFORNIA MULTIPLE AWARDS SCHEDULE
CALIFORNIA PRISON HEALTH CARE SERVICES
BUSINESS CONSULTING SERVICES

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

REQUEST FOR OFFER

INFORMATION TECHNOLOGY (IT) CONSULTING
LEVERAGED PROCUREMENT AGREEMENT (CMAS)
HEALTH INFORMATION MANAGEMENT (HIM)
PRIVACY CONSULTANT SERVICES
RFO #10-007-ITS

April 19, 2010

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for Information Technology (IT) Consultant Services (i.e., Health Information Management [HIM] Privacy Consultant Services) to establish the CPHCS Privacy Office. The Consultant will report to CPHCS' Allied Health Services (AHS) Director or designee. In submitting an offer vendor must comply with the instructions found herein.

The term of the proposed Agreement is targeted for May 4~~0~~ 24, 2010 through May 9 23, 2011. CPHCS reserves the right to extend the contract for up to an additional one (1) year term at ~~three (3) month intervals~~, and/or to add additional funds up to the maximum CMAS threshold.

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., California Multiple Award Schedule [CMAS] contract).

Offers are due by **4:00 p.m., Friday Monday, April 30 May 3, 2010**. Responses and any required copies must be submitted by electronic mail and clearly labeled to the department contact noted below.

Department Contact:

California Department of Corrections and Rehabilitation
Attention: CYNTHIA BASA-PINZON
P.O. Box 4038
Sacramento, CA 95812-4038
(916) 324-8045
Cynthia.Basa-Pinzon@cdcr.ca.gov

RESPONSE GUIDELINES

This RFO, Offeror's response, the CMAS General Provisions – Information Technology (GSPD 401IT, effective January, 2010), and applicable CMAS IT 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 Department Contact's email address listed above. The delivery of any offer via the U.S. mail, private delivery service, and/or by personal service shall not be accepted by the CPHCS, unless otherwise specified herein. In the event of such delivery, the CPHCS shall consider Offeror's response as unresponsive. CPHCS is not responsible for any email loss and/or failure to receive an Offeror's response.

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. Company name, mailing address, telephone and facsimile numbers;
3. Name, telephone number, and electronic mail (i.e., e-mail) address of vendor contact person;
4. Submission date of Offer;
5. A copy of Offeror's CMAS contract that includes the California Department of General Services (DGS) logo, CMAS contract 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. If awarded, the Certificate of Insurance must be submitted prior to execution of Agreement and include the following provisions:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State¹; 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.

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

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

Any modifications to SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and AHS Director, or designee, and will be paid in accordance with deliverable cost as shown on Exhibit B-1 (Rate Sheet).

¹ "Days" means calendar days unless otherwise noted.

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

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 the requested services unless CPHCS agrees to a substitution via amendment to the contract.

- a. At CPHCS' option prior to award, contractors maybe required to submit additional written clarifying information (e.g., STD. 843 – Disabled Veteran Business Enterprise Declaration, etc.). Failure to submit the requested information as specified may be grounds for rejection of Offeror's response.

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

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

12. A description of proposed candidate's expertise and experience in performing IT consultant services as requested in Exhibit A (Statement of Work);

13. Resume(s) of each proposed candidate must include: a) all relevant work experience; b) a start and end date of each job cited; and c) consultant's qualifications and experience(s) in performing IT consultant services;

14. A description of Offeror's expertise and experience (e.g., total years in business, etc.) performing IT consultant services as requested in Exhibit A (Statement of Work);

15. Three (3) customer references for proposed candidates to verify engagement(s) similar in scope as requested in Exhibit A (Statement of Work). Include a brief narrative of project description and candidate's role for each reference provided. Customer references will be used to verify information provided by Offeror and/or consultant for selection purposes;

16. Copies of pertinent certifications, if applicable, for the technical service requirements described in Exhibit A (Statement of Work); and

17. 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 proposed candidate(s).

18. Other Requirements:

Offeror's proposed consultant will be required to complete the following documents prior to execution of Agreement.

Do not submit the following with your response.

a. Contractor Confidentiality Statement (Attachment C):

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 UHRC Project and agreeing to keep all information concerning the project confidential.

b. Non-Disclosure Agreement (Attachment D)

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

Interested vendors may submit questions and/or requests for clarification, via e-mail, to Cynthia.Basa-Pinzon@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	04/01/2010	
Questions or Clarifications Submittal (latest date)	04/12-25/2010	4:00 p.m.
Offer Response Submission Due Date	04 05/20-03/2010	4:00 p.m.
Comparison of Offers and Interview(s), if warranted.	04 05/26-09/2010 04 05/29 12/2010	
Best Value Determination – Selection of Vendor	05/03 12/2010	4:00 p.m.
Proposed Contract Start Date ²	05/10 24/2010	

² Dates are subject to change.

SELECTION PROCESS

All offers will be reviewed for responsiveness to requirements of the RFO. If a response is missing required information, or Offeror proposes a “team approach” versus an individual consultant, it may will be deemed non-responsive. Responsive offers will be scored on the “Best Value” criteria listed below for each candidate proposed. Further review is subject to CDCR’s discretion.

Best Value Criteria	
Technical Criteria	40 Points
<ul style="list-style-type: none"> • Verifiable <u>Working</u> knowledge of privacy regulations applicable to CPHCS (e.g., HIPAA, IPA, CMIA, PAHRA, LPS, 42CFR, etc.); • Proven <u>Working</u> knowledge and experience with <u>of</u> security regulations applicable to Information Technology (IT) and the protection of confidential electronic health information (ePHI); • Knowledge and experience with regulatory compliance in a large health care provider and/or health plan organizations; • Experience creating and implementing enterprise privacy policies; • Experience creating enterprise privacy procedures and implementation of procedures; • Experience establishing Business Associate agreements, and other formal agreements with business partners; • Knowledge and experience training and activating privacy practices for a multi-site health care enterprise; and • Experience establishing a Privacy Office for a large health care enterprise, which integrates <u>in collaboration with</u> the IT security component(s) of the organization. 	0-05 0-05 0-05 0-05 0-05 0-05 0-05 0-05
Administrative Criteria:	30 Points
<ul style="list-style-type: none"> • Completeness of response package; • Detailed resumes for proposed consultants describing experience levels to perform services requested in the Statement of Work; and • References for consultant(s). 	0-10 0-10 0-10
Cost:	30 Points
<ul style="list-style-type: none"> • Lowest cost proposal will receive full cost points and each proposal with higher cost will receive percentage of total points. 	0-30

CPHCS reserves the right to reject any and all offers, and reissue this RFO. The awarded Contractor will be required to provide services at the rate offered in the Rate Sheet (Exhibit B-1), which under no circumstances may exceed their authorized CMAS rate(s).

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 Offeror Declaration Form (GSPD-05-105)
- Attachment B Payee Data Record (STD 204)
- Attachment C Contractor Confidentiality Statement
- Attachment D Non-Disclosure Agreement
- Attachment E Statement of Economic Interests (Form 700)

EXHIBIT A STATEMENT OF WORK

A. BACKGROUND AND PURPOSE

The California Prison Health Care Receivership Corporation (CPR) is a non-profit organization created to house the activities of the federal Receiver and the California Prison Health Care Services. United States District Court Judge Thelton 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. All activities of the Receivership have one common mission: to raise to constitutionally mandated standards the level of medical care delivered to adult inmate-patients incarcerated in California prisons.

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. 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 inmate-patient medical care.

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. One aspect aimed at improving inmate patients' quality of medical services is the implementation of electronic medical records.

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), Health Information Management (HIM) program by establishing a standardized health records practice as outlined in Objective 5.2, page 22, of the Plan. To address the lack of a uniform health information system and centralized oversight or management of healthcare recordkeeping, a stabilization plan has been created for implementation in Fiscal Year (FY) 2009/10.

The stabilization plan will:

- Stabilize HIM processes to support key HIM functions and services;
- Improve organization of existing HIM facilities, basic equipment, and standardization of chart filing practices;
- Streamline flow of clinical documentation between HIM and other programs;
- Define and document HIM program responsibilities, staffing utilization and needs, staffing qualification levels and performance standards;
- Define and implement standards for activities that are performed within the HIM program facilities;
- Define metrics and key performance indicators to enable tracking of progress and objectively determine when specific goals are met; and

- Implement key information technology systems on a pilot basis and assess their effectiveness in supporting the HIM program.

In support of the HIM program, CPHCS will establish a Privacy Office that ensures health regulation and privacy policies are met, and CPHCS' IT infrastructure complies with privacy policies.

The CPHCS seeks offers from qualified firms to provide IT consultant services in support of the Health Information Management (HIM) Privacy Office. Offerors may propose more than one candidate, but only one consultant will be selected for contract award. Under the leadership of CPHCS' Privacy Officer, the successful candidate will support establishment of the CPHCS Privacy Office ~~serve as interim Privacy Officer~~, and its transition the Privacy Office to State management and operations under CPHCS' Allied Health Services (AHS).

The HIM Privacy Consultant will report to CPHCS' Director of AHS or designee and perform all the tasks in the following work package categories:

- Work Package 1 – Privacy Gap Analysis;
- Work Package 2 – Privacy Compliance Plan;
- Work Package 3 – Privacy Policies and Procedures;
- Work Package 4 – Privacy Work Integration and Training;
- Work Package 5 – Operational Support of Acting Privacy Officer;
- Work Package 6 - Operational Cutover;
- Work Package 7 - Management and Orchestration; and
- Work Package 8 – Information Technology (IT) Privacy Rules.

Contractor's performance and work products from each work package is intended to meet the Privacy compliance requirements of CPHCS, CDCR facilities, and their stakeholders including, but not limited to, fulfillment of all of the following activities:

- 1) Compliance with all applicable privacy regulations;
- 2) Standardization of privacy practices throughout CPHCS health care system;
- 3) Effective implementation of privacy safeguards involving Information Technology (IT) and other AHS projects with concurrence from CPHCS' Information Security Officer (ISO);
- 4) Effective integration of privacy policies and operations with IT projects and network infrastructure, and adherence with ISO policies;
- 5) A CPHCS workforce that is trained appropriately in privacy policies and procedures;
- 6) A well managed and fully operational Privacy Office;
- 7) Measureable enterprise privacy compliance performance; and
- 8) Establishment of practice standards for Privacy compliance across CPHCS' enterprise.

B. CONSULTANT QUALIFICATIONS

Consultant must meet the Mandatory Qualifications to be considered for award. Consultant 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. ~~Verifiable~~ Working knowledge of privacy regulations applicable to CPHCS (e.g., HIPAA, IPA, CMIA, PAHRA, LPS, 42CFR, etc.);
2. Working knowledge ~~and experience in~~ of security regulations applicable to Information Technology (IT) and protection of confidential electronic health information (ePHI);
3. Knowledge and experience with regulatory compliance in a large health care provider and health plan organization;
4. Experience creating and implementing enterprise privacy policies;
5. Experience creating and implementing privacy procedures;
6. Experience establishing Business Associate agreements and other formal agreements with business partners;
7. Knowledge and experience training and activating privacy practices for a multi-site health care enterprise; and
8. Experience establishing a Privacy Office for a large health care enterprise, ~~which integrates in collaboration with~~ the IT security component(s) within the organization.

Desirable Qualifications:

1. Experience with State and/or Federal government health care services;
2. Experience with California State government privacy practices;
3. Experience with delivery of correctional health care services; and
4. Experience with Information Technology and Security practices, policies, and procedures.

C. SCOPE OF SERVICES – WORK PACKAGES**1) Work Package 1 – Privacy Gap Analysis:**

1. Assist Receiver's Office of Legal Affairs in creating a Privacy Gap with information including, but not limited to, all of the following:
 - i. An itemized summary of federal and state privacy regulations (i.e., at standard and implementation specification levels or equivalent) applicable to CPHCS;
 - ii. An organizational impact summary illustrating areas of CPHCS business operations and the relative privacy compliance effort required for each area; and
 - iii. A summary of CPHCS' current level of policy compliance with applicable privacy regulations and a clear illustration of expected compliance gaps organized by each area of CPHCS business operation. (Note: CPHCS does not require a detailed operational gap analysis. CPHCS instead requires Contractor to identify expected compliance gaps by operational area.)

2) Work Package 2 – Privacy Compliance Plan:

1. Create a Privacy Compliance Plan that includes, but is not limited to, the following:
 - i. A clear work strategy to resolve CPHCS' privacy compliance gaps and build a sustainable Privacy Office in accordance with organizational goals; and
 - ii. Clear work packages that define a logical series of activities, work products, and resources linked to expected results, which serve to establish privacy compliance and a sustainable Privacy Office.

3) Work Package 3 – Privacy Policies and Procedures:

1. Establish Privacy Policies as new policies or modifications of existing policies that support privacy compliance for the entire CPHCS enterprise and are compatible with security practices for protecting IT assets;
2. Work through existing CPHCS processes for policy approval and dissemination, as required for privacy compliance; and
3. Create Local Operating Procedure Templates and required artifacts for privacy compliance that allow for subsequent configuration of local operating procedures in compliance with Privacy Policies.

4) Work Package 4 – Privacy Work Integration and Training:

1. Prepare a Privacy Work Integration and Training Plan that includes, but is not limited to, the following elements:
 - i. A plan and training materials for enterprise-wide privacy awareness training, developed in close cooperation with the CPHCS Information Security Officer (ISO); and
 - ii. A plan and materials for detailed operational privacy compliance training based on each CPHCS operational area, role, or other training factors as designated by CPHCS.
 - This plan will account for operational configuration and deployment (e.g., through changes to local operating procedures) of privacy procedures to applicable CPHCS facilities and staff.
2. In cooperation with CPHCS' Workforce Development and CPHCS' ISO, support delivery of enterprise privacy and security awareness training; and
3. Prepare local operating procedure training materials enabling applicable CPHCS facilities to configure their local operating procedures based on templates developed in Work Package #3.

5) Work Package 5 – Operational Support of Acting Privacy Officer:

- ~~4. Provide services as an acting in support of CPHCS' Privacy Officer to fulfill operational demands of the CPHCS organization until the position is filled with a qualified civil servant;~~
 - ~~i. CPHCS may hire one permanent full-time employee to serve as a liaison to Contractor and assist with development and operation of the Privacy Office. The scope of work for the Privacy Officer is subject to change based on~~

~~capabilities of the permanent employee who may assume responsibilities specified for Consultant.~~

- ~~2. Support recruitment of a CPHCS Privacy Officer in cooperation with CPHCS leadership and representatives from CPHCS Human Resources;~~
2. Work with CPHCS' ISO to ensure resolution and management of privacy and security issues in support of enterprise-wide health care operations, projects, and IT initiatives;
3. Prepare and deploy procedures and other materials specific to operation of the Privacy Office in accordance with the Privacy Compliance Plan; and
4. Prepare a Privacy Compliance Performance Management Plan that includes, but is not limited to, the following elements:
 - i. Performance measurement and monitoring requirements to measure operational performance for enterprise privacy compliance; and
 - ii. An Operational Performance Summary to serve as a report of Privacy Compliance progress towards key compliance actions for each institution and/or organization.

6) Work Package 6 - Operational Cutover:

1. Prepare an Operational Cutover Plan for the Privacy Office and Privacy Officer responsibilities in cooperation with CPHCS leadership. This plan will include, but not be limited to, all of the following:
 - i. Cutover strategy, timing, resources, and risks for operational cutover of the Privacy Office and its responsibilities;
 - ii. Performance measurement and monitoring requirements to measure cutover performance for enterprise-wide privacy compliance;
 - iii. Cutover performance measurement and monitoring results to illustrate periodic cutover performance for enterprise-wide privacy compliance; and
 - iv. Any additional information that ensures effective transition of critical operational functions (e.g., IT or non-IT Breach Management) and ongoing support of privacy or security compliance reviews, State audits, and/or Office of Civil Rights investigations.

7) Work Package 7 - Management and Orchestration:

1. Perform services in accordance with CPHCS requirements to ensure high quality, timely, and useful deliverables that include, but are not limited to, all of the following:
 - i. Preparation of a Deliverable Expectation Document (DED) outlining expected layout and content of each deliverable before work is performed; and
 - ii. A clear, revised, and approved DED between Consultant and CPHCS.
2. Create Monthly Project Performance Reports that includes, but is not limited to, all of the following:
 - i. An executive view of performance progress for CPHCS enterprise, regions, and individual institutions, as appropriate;

- ii. Work accomplished, deliverables completed, hours worked for each deliverable, and costs incurred since last reporting period;
- iii. Planned work and deliverables to be performed by Contractor for next reporting period;
- iv. A summary of any approved or proposed changes to scope of services, deliverable schedule, and/or projected cost when compared to executed baseline agreement; and
- v. A summation of key project risks and changes in the last reporting period.

8) Work Package 8 – Information Technology (IT) Privacy Rules:

1. ~~Prepare~~ Integrate privacy requirements into IT policies to support privacy policy:
 - i. Consult with CPHCS' Chief Information Officer (CIO), ISO, and/or designee(s) to include privacy compliance in all IT ~~operations~~ operational policies; and
 - ii. Establish a clear set of Privacy ~~Policies~~ requirements to be integrated into for IT management policies with concurrence from CPHCS' ISO.
2. ~~Create~~ Recommend privacy procedures and guidelines for IT operations:
 - i. ~~Develop~~ Recommend guidelines for all sections of the CPHCS IT Services Division to ensure compliance with all Privacy Policies; and
 - ii. ~~Develop~~ Recommend specific procedures that ensure privacy policies are met in areas IT interacts with sensitive information.

D. CONTRACTOR ROLES AND RESPONSIBILITIES

The HIM Privacy Consultant is required to perform all of the following:

1. Support project communications from the AHS Director or designee, to key stakeholders including, but not limited to, Project Sponsors, CPHCS Chief Information Officer (CIO), Project Management Office (PMO) Director, or designee(s);
- ~~2. Provide day-to-day direction for State and Contractor resources assigned to the Privacy Office project;~~
- ~~3. Manage the Privacy Office project according to work plans and coordinate availability of resources for the project;~~
- ~~4. Manage all Privacy Office resources to ensure availability throughout project period;~~
2. Maintain status reports, budget/cost reports, issue and risk reports, and appropriate AHS performance reports;
3. Lead change management and change control activities in coordination with CDCR and CPHCS staff;
4. Develop and implement quality assurance processes to ensure all project objectives, milestones, and stakeholder expectations are met; and
5. Any other duties as requested by CPHCS' Director of Allied Health Services or designee.

E. CPHCS ROLES AND RESPONSIBILITIES

1. CPHCS will provide cubicle accommodations at 501 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 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.

F. DELIVERABLE ACCEPTANCE CRITERIA

1. All concluded work shall be submitted to CPHCS' Director of Allied Health Services or designee for review, approval, or rejection.
 - A Deliverable Expectations Document (DED) and/or Deliverable Acceptance Document (DAD) must be submitted by Contractor and approved by CPHCS.
2. It is CPHCS' sole determination as to whether a deliverable has been successfully completed and is acceptable to CPHCS.
 - CPHCS will review and validate deliverables prior to final acceptance.
3. If a deliverable is not accepted, the State shall provide the reason, in writing, within ten (10) business days of receipt of said deliverable.

G. ASSUMPTIONS AND CONSTRAINTS

1. Consultant's work location will be 501 J Street, Sacramento, California, or at another designated location within the greater Sacramento area.
2. Any modifications to SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and AHS Director or designee.
3. Contractor must submit, in advance, a resume of all personnel substitutions. All Contractor personnel substitutions must be approved by the CPHCS' AHS Director, or designee, prior to substituted personnel commencing work.
4. CPHCS reserves the right to renegotiate services deemed necessary to meet the needs of the project according to State priorities. The CPHCS and Contractor shall mutually agree to all changes that may require control agency approval prior to commencement of work.
5. Contractor represents that it has, or shall secure at its own expense, all staff to perform services described in the ensuing Agreement.
6. The 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' AHS Director and Contractor, respectively, within 48 hours of becoming aware of said problem(s) or issue(s).

H. EVALUATION OF CONTRACTOR

The Allied Health Services (AHS) Director 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 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.

I. PERIOD OF PERFORMANCE

It is estimated that the ensuing Agreement will begin on or ~~after~~ before May 10 ~~24~~, 2010 and will last for twelve (12) consecutive months. CPHCS reserves the right to extend the contract for up to an additional one (1) year ~~term at three (3) month intervals~~, 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 Contractor to limit the amount of time being performed by the assigned consultant.

J. TERMINATION

CPHCS reserves the right to terminate the ensuing Agreement if services are no longer required. Termination provisions in the ensuing Agreement will be subject to the State's General Provisions – IT (GSPD401-IT, effective January, 2010).

I. CPHCS CONTRACT MANAGER

ALLIED HEALTH SERVICES, DIRECTOR
California Prison Health Care Services
P.O. Box 4038
Sacramento, California 95812-4038

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of invoices, CPHCS agrees to reimburse Contractor on a deliverable basis (i.e., Fixed Price) in accordance with Exhibit B-1 (Rate Sheet). Contractor shall provide consultant's time expended with each invoice specifying deliverable completed, number of hours performed, and any outstanding issues and/or concerns that need to be addressed.

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 Deliverable Acceptance Document (DAD) must be approved by CPHCS' Allied Health Services (AHS) Director, or designee, before approval of Contractor's invoice for payment.

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 Purchase Order and Agreement numbers. 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:

ALLIED HEALTH SERVICES, DIRECTOR
California Prison Health Care Services
P.O. Box 4038
Sacramento, California 95812-4038

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.

4. SUBCONTRACTOR

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in the Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of contractor's responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. TRAVEL AND MISCELLANEOUS EXPENSES

Limited travel outside the greater Sacramento metropolitan area may be necessary as CPHCS has correctional institutions and regional offices located throughout the State

Any reimbursable travel and/or other expenses must be approved in advance by CPHCS' AHS Director or designee and itemized in Contractor's invoice. 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 the California Department of Personnel Administration (DPA), 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 to and 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 B-1
RATE SHEET**

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

The ensuing Agreement will be invoiced and reimbursed on a fixed-cost basis (i.e., deliverable basis).

Deliverable Description (Work Package)	Estimated Hours³	Cost Per Deliverable	Consultant Name
Privacy Gap Analysis			
Privacy Compliance Plan			
Privacy Policies and Procedures			
Privacy Work Integration and Training			
<u>Operational Support of Acting Privacy Officer</u>			
Operational Cutover			
Management and Orchestration			
Information Technology Privacy Rules			

Subtotal	\$ _____
Estimated Travel Costs	+ \$0.00 _____
Other Itemized Costs (if allowed)	+ \$0.00 _____
Total Costs	\$ _____

³ Estimated annual hours equals 2016 or less.

EXHIBIT C
CDCR 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 CPHCS' Allied Health Services (AHS) Director, 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 CDCR 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

**ATTACHMENT A
OFFEROR DECLARATION**

The Offeror's Declaration Form can be located at the link below:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

**ATTACHMENT B
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 C
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 Health Information Management (HIM) Privacy Consultant (RFO #10-007-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 CPHCS’ Allied Health Services (AHS) Director 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’ AHS Director.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____ Telephone Number: _____

Fax Number: _____

Email Address: _____

ATTACHMENT D
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 Health Information Management (HIM) Privacy Consultant. Based on my involvement with the HIM Privacy Consultant (Privacy Office), 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 HIM Privacy Consultant and related procurement 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 related to CPHCS' Information Technology (IT) activities, 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 E
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/700-08-09/Form700-08-09.pdf>