



**MASTER SERVICE AGREEMENT (MSA)  
DEPARTMENT OF CORRECTIONS AND REHABILITATION  
CALIFORNIA PRISON HEALTH CARE SERVICES  
STATE OF CALIFORNIA**

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

**REQUEST FOR OFFER**

**INFORMATION TECHNOLOGY (IT) CONSULTING SERVICES  
INDEPENDENT PROJECT OVERSIGHT ACTIVITIES  
RFO #10-031-ITS**

**ADDENDUM #1**

September 21, 2010

**BACKGROUND**

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for Information Technology (IT) Consulting Services to produce reports on nineteen (19) IT projects for quarterly reporting to the California State Legislature, Joint Legislative Budget Committee (JLBC), and the State Chief Information Officer (i.e., Office of Chief Information Officer [OCIO]).

Because CPHCS' IT Acquisitions has received a large number of inquiries concerning RFO #10-031-ITS, the following Key Dates have been revised:

**ACTION(S)**

Key Dates:

| <b>Event</b>  | <b>Date</b>  | <b>Time</b> |
|---|--|-------------|
| Release of Request for Offer                        | 09/09/2010   |             |
| Questions or Clarifications Submittal (latest date) | <del>09/20/2010</del><br><u>09/24/2010</u>   | 4:00 p.m.   |
| <u>RFO Open Forum</u>                               | <u>TBA</u>   | <u>TBA</u>  |
| Offer Response Submission Due Date                  | <del>09/27/2010</del><br><u>10/04/2010</u>   | 4:00 p.m.   |
| Comparison of Offers and Interview(s), if warranted | <del>09/28/2010 –</del><br><del>09/30/2010</del><br><u>10/06/2010 –</u><br><u>10/12/2010</u> |             |
| Best Value Determination – Selection of Vendor      | <del>10/11/2010</del><br><u>10/15/2010</u>   | 4:00 p.m.   |
| Proposed Contract Start Date                        | <del>10/29/2010</del><br><u>11/1/2010</u>  |             |

Attached to Addendum 1 is the amended RFO, which replaces and supersedes RFO #10-031-ITS, issued September 9, 2010. Additions and deletions to the text of the original RFO are tracked in the attached RFO by underline and strikethrough format.

A CPHCS Open Forum for discussion will be held to address vendor questions and/or to clarify RFO requirements, etc. CPHCS will distribute written questions and answers presented prior to the open forum, and answer questions posed at the open forum. CPHCS will also provide a written summation of the open forum discussion. Please recognize that the last day to submit written questions or clarifications is Friday, September 24, 2010.

The date, time, and location of the Open Forum will be provided to interested parties via e-mail and placed on CPHCS' [RFP webpage](#). In the interim, the following questions, statements, and answers are provided for informational purposes and any further inquiries will be addressed at the RFO Open Forum.

### **QUESTIONS/STATEMENTS AND ANSWERS**

1. Question(s)/Statement(s):

"Exhibit A (Statement of Work), Page 15, Item F (Contractor Roles and Responsibilities), Provision #2 specifies that, in addition to Scope of Services, Contractor shall prepare a corrective action plan for identified inadequacies, weaknesses, and/or deficiencies involving the 19 reportable IT projects."

Is this another deliverable that should be added to the Rate Sheet?

Answer(s)/Statement(s):

No. Exhibit A (Statement of Work), Page 15, Item F (Contractor Roles and Responsibilities), Provision #2, has been deleted.

Please recognize, however, that Exhibit A (Statement of Work), Page 10, Item C.1.c. (Monthly Status Report) has been revised to read:

"c. Project management activities relative to cost, schedule, and identification of critical issues, risks, and corresponding mitigation efforts, if applicable."

2. Question(s)/Statement(s):

"The RFO states Independent Project Oversight, but 'verify' is used to describe the work, which is usually reserved for IV&V contracts."

Answer(s)/Statement(s):

The Primary Service Category for CPHCS RFO #10-031-ITS is Independent Project Oversight Activities, which includes project management, oversight services and independent project auditing. The sub-category I.C (Independent Project Oversight) includes oversight of project management activities such as project scheduling, risk management, change management, and assessment of project progress. For purposes of RFO #10-031-ITS deliverables, the use of the word "verify" is synonymous with Independent Project Oversight activities.

3. Question(s)/Statement(s):

"Is there an estimated budget amount for this contract?"

Answer(s)/Statement(s):

To ensure that rates offered are market driven CPHCS does not disclose budget allotments for Request for Offers.

- Please recognize the maximum delegated spending authority amount for a Master Service Agreement (MSA) may be found on the California Department of General Services' (DGS), Procurement Division (PD), website located at [www.dgs.ca.gov](http://www.dgs.ca.gov).

4. Question(s)/Statement(s):

"Is there an expectation that this is a one full-time equivalent contract or is there an expectation of more than one person?"

Answer(s)/Statement(s):

The number of consultants (i.e., "one-full equivalent or more than one person) is to be determined by each Offeror.

Please recognize that RFO Response Guidelines, Page 3, Item 12, requires Offerors to provide a detailed description of his/her approach for completing services requested in Exhibit A (Statement of Work), Section C (Scope of Services), including, but not limited to, the functions, roles, and responsibilities of vendor personnel.

5. Question(s)/Statement(s):

"Does oversight on these projects already exist?"

- If so, will the existing oversight remain in place?
- If so, please describe the oversight that is in place for each of the projects?
- If so, will existing oversight continue, or is the intention of this solicitation to replace existing oversight with the successful vendor for this procurement?"

Answer(s)/Statement(s):

Project # 14 (Business Information Systems [BIS]) and Project # 15 (Strategic Offender Management System [SOMS]) are managed by CDCR and have consultants external providing oversight.

The remaining 17 projects are managed by CPHCS' Project Management Office (PMO). Internal project oversight is performed on all projects as part of PMO job function and will continue unless otherwise notified.

- All existing oversight shall remain in place.

- BIS and SOMS are categorized as "highly critical" by the California OCIO and have CDCR consultants external performing project oversight. The remaining 17 projects have internal project oversight.
- No, it is not the intent of the RFO to replace existing oversight with awarded Contractor.

6. Question(s)/Statement(s):

"Does the Receiver have a vision for the number of consultants for this project?"

Answer(s)/Statement(s):

No.

7. Question(s)/Statement(s):

"Is there a specific service category within the IT MSA that vendors need to have in order for them to be eligible to respond?"

Answer(s)/Statement(s):

The IT MSA service category for RFO # 10-031-ITS is Independent Project Oversight (Category 1.C).

8. Question(s)/Statement(s):

"The RFO states the latest date for vendor's to submit questions is 9/20, but will you be providing responses to those questions one time, or on a flow basis?"

Answer(s)/Statement(s):

CPHCS IT Acquisitions will provide responses to questions/statements on an ongoing basis prior to, during, and a summation after the Open Forum. All questions are due by Friday, September 24, 2010.

9. Question(s)/Statement(s):

"Can invoices be submitted to CDCR upon completion of each deliverable? For example, there are 25 bi-weekly reports, can we bill for each bi-weekly report once submitted or do we need to wait until all 25 bi-weekly reports have been submitted before invoicing?"

Answer(s)/Statement(s):

CPHCS may make partial payments on deliverables with a 10% withholding for each invoiced amount. The 10% withheld amount will be payable upon final acceptance of successful completion of all deliverables.

10. Question(s)/Statement(s):

"Can we propose multiple consultants to fulfill this contract?"

Answer(s)/Statement(s):

See Question #4 above.

11. Question(s)/Statement(s):

"If a contractor currently has consultants on CPHCS projects, is this contractor precluded from providing services to CPHCS?"

Answer(s)/Statement(s):

The Contractor is not precluded from submitting an offer for RFO # 10-031-ITS, but full-time consultants external currently contracted to manage and/or oversee any of the nineteen (19) CPHCS reportable IT projects may be precluded from participation.

All other terms and conditions for RFO #10-031-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](mailto:Cynthia.Basa-Pinzon@cdcr.ca.gov)



**MASTER SERVICE AGREEMENT (MSA)  
CALIFORNIA PRISON HEALTH CARE SERVICES  
BUSINESS CONSULTING SERVICES**

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

**REQUEST FOR OFFER**

**INFORMATION TECHNOLOGY (IT) CONSULTING SERVICES  
INDEPENDENT PROJECT OVERSIGHT ACTIVITIES  
RFO #10-031-ITS**

September 21, 2010

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for Information Technology (IT) Consulting Services to produce reports on nineteen (19) IT projects for quarterly reporting to the California State Legislature, Joint Legislative Budget Committee (JLBC), and the State Chief Information Officer (i.e., Office of Chief Information Officer [OCIO]). Contractor will report to CPHCS' Chief Information Officer (CIO) or designee. In submitting an offer vendor must comply with the instructions found herein.

The term of proposed Agreement is ~~October 29~~ November 1, 2010 through ~~October 28~~ 31, 2011. CPHCS reserves option to extend Agreement for up to two (2) additional years at the same rate of award and/or to add funds up to maximum MSA threshold. Contract award is subject to availability of funds approved for this purpose.

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

Offers are due by **4:00 p.m., Monday, ~~September 27~~ October 4, 2010**. **Responses and any required copies must be submitted by electronic mail (e-mail) and clearly labeled to the following departmental contact:**

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](mailto:Cynthia.Basa-Pinzon@cdcr.ca.gov)

## RESPONSE GUIDELINES

This RFO, Offeror's response, the State's General Provisions – Information Technology (GSPD 401IT, effective 06/08/20010), and applicable IT Personal Services Special Provisions will be made part of the ensuing Standard Agreement and contract file.

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

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

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

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

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

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State;<sup>1</sup> 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 the provision that insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

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<sup>1</sup> "Days" means calendar days unless otherwise specified.

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

Exhibit B-1 (Rate Sheet) must provide: 1) service description/deliverable; 2) personnel classification; 3) estimated number of hours per service/deliverable; 3) price [per service/deliverable]; and 4) total cost. The ensuing Agreement will be invoiced and reimbursed on a fixed-cost basis (i.e., deliverable-based).

- a. An example of Offeror's proposed Rate Sheet (Exhibit B-1) has been included within RFO (page 18).

**Any modifications to SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and CIO, or designee, and may be reimbursed on a time and materials rate or fixed-cost as proposed on Exhibit B-1 (Rate Sheet).**

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

Not applicable. For this RFO, subcontracting of proposed services will not be permitted.

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

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

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

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

## 14. Three (3) writing samples demonstrating Contractor's ability to write thorough, credible, well-documented reports that are associated with an IT project's time (i.e., schedule), cost, quality assurance, human resources, communication(s), risk(s), procurement, and/or scope management.

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

## 16. Resumes of Contractor personnel must include all of the following:

- a. All relevant work experience;
- b. A start and end date for each job cited; and
- c. Three (3) customer references.

## 17. Copies of pertinent IT certification(s) acknowledging skills and competency in performing impartial overview and review on large and/or complex projects as a condition of funding approval.

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<sup>2</sup> Customer references will be used for selection purposes.



18. Other Requirements:

a. Contractor Confidentiality Statement (Attachment B):

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

b. Non-Disclosure Agreement (Attachment C)

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

Interested vendors may submit questions and/or requests for clarification, via e-mail, to [Cynthia.Basa-Pinzon@cdcr.ca.gov](mailto:Cynthia.Basa-Pinzon@cdcr.ca.gov). CPHCS' response(s) to Offeror questions that provide new and/or additional information will be provided to all Offerors.

**KEY DATES**

| <b>Event</b>  | <b>Date</b>  | <b>Time</b> |
|---|--|-------------|
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| Best Value Determination – Selection of Vendor      | <del>10/11/2010</del><br><u>10/15/2010</u>   | 4:00 p.m.   |
| Proposed Contract Start Date                        | <del>10/29/2010</del><br><u>11/1/2010</u>  |             |

## SELECTION PROCESS

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

| <b>Best Value Criteria</b>   |                  |
|--|------------------|
| <b>Technical Experience:</b>   | <b>40 Points</b> |
| <ul style="list-style-type: none"> <li>• Minimum of five (5) years experience performing consultant services on a variety of complex IT projects with at least two (2) years in a lead capacity performing independent project oversight and/or quality assurance duties;</li> </ul>                       | 0-10             |
| <ul style="list-style-type: none"> <li>• Experience and ability to evaluate IT projects based on a project's service(s) or deliverables that are associated with time (i.e., schedule), cost, quality assurance, human resources, communication(s), risk(s), procurement, and scope management;</li> </ul> | 0-5              |
| <ul style="list-style-type: none"> <li>• Possession of a bachelor's degree or equivalent university degree;</li> </ul>   | 0-5              |
| <ul style="list-style-type: none"> <li>• Knowledge of, and experience with, project development and support-related methodologies and/or activities;</li> </ul>  | 0-5              |
| <ul style="list-style-type: none"> <li>• Demonstrated experience and ability to write thorough, credible, well-documented reports; and work within tight deadlines; and</li> </ul>   | 0-10             |
| <ul style="list-style-type: none"> <li>• Knowledge of state IT policy and governance processes.</li> </ul>   | 0-5              |
| <b>Administrative Criteria:</b>  | <b>30 Points</b> |
| <ul style="list-style-type: none"> <li>• Completeness of response package;</li> </ul>  | 0-10             |
| <ul style="list-style-type: none"> <li>• Detailed resumes for contractor personnel describing qualifications and work experience(s) that support Statement of Work (Exhibit A) requirements; and</li> </ul>  | 0-10             |
| <ul style="list-style-type: none"> <li>• Three (3) references for Offeror and/or company or firm.<sup>3</sup></li> </ul>   | 0-10             |
| <b>Cost:</b>   | <b>30 Points</b> |
| <ul style="list-style-type: none"> <li>• Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points.</li> </ul>   | 0-30             |

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

<sup>3</sup> Customer references must support consultative services offered.

**EXHIBITS AND ATTACHMENTS:**

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

## **EXHIBIT A STATEMENT OF WORK**

### **A. BACKGROUND AND PURPOSE**

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

All activities of the Receivership have one common purpose: to create a collaborative environment where custody and health care staff improve upon the quality of medical services in California prisons in order to meet constitutional standards while reducing avoidable morbidity and mortality. One aspect aimed at improving inmates' access to health care is to improve the information technologies for clinical information and decision support.

In June 2008, the Receiver submitted, and the federal court approved, a Turn-Around Plan of Action (Plan) to ensure that inmates receive constitutionally adequate medical care. Specifically, the Plan identified various deficiencies in the existing medical care system, as well as measurable goals to address these deficiencies. Some of the goals include, but are not limited to, reducing the number of inmate deaths, reducing vacancies in current clinical positions, constructing new prison health care facilities, and developing a medical information technology infrastructure. To implement the Plan, CPHCS received General Funds support for development and implementation of nineteen (19) IT projects (e.g., electronic medical record system, telemedicine, utilization management etc.).

On March 16, 2010, the California Legislative Analyst's Office (LAO) released a status report on the Receiver's actions and recommended prioritization of CPHCS' most critical IT projects given the State's limited resources. The LAO has recommendation that the Receiver report at budget hearings which of the 19 projects should receive the highest priority. As a result, CPHCS is seeking offers for IT consultant services for quarterly reporting to the JLBC and OCIO.

### **B. CONSULTANT QUALIFICATIONS**

Contractor must meet the following Mandatory Qualifications to be considered for award. Offerors 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. Minimum of five (5) years experience performing consultant services on a variety of complex IT projects with at least two (2) years in a lead capacity performing independent project oversight and/or quality assurance duties;
2. Experience and ability to evaluate IT projects based on a project's service(s) or deliverables that are associated with time (i.e., schedule), cost, quality assurance, human resources, communication(s), risk(s), procurement, and scope management;

3. Possession of a bachelor's degree or equivalent university degree;
4. Knowledge of, and experience with, project development and support-related methodologies and/or activities;
5. Demonstrated experience and ability to write thorough, credible, well-documented reports; and work within tight deadlines; and
6. Knowledge of state IT policy and governance processes.

**Desirable Qualifications:**

In addition to the Mandatory Qualifications, the following are desirable Contractor qualifications:

1. Experience in health care IT deployment initiatives;
2. Experience reporting to, and/or testifying before, the California State Legislature.
3. Understanding of State budget process and roles and responsibilities of the OCIO;
4. Experience with IT projects supporting correctional environments and processes;
5. Experience working with State staff and management; and
6. Ability to work in a team environment as well as independently.

**C. SCOPE OF SERVICES**

Contractor shall provide all of the following services for each of the nineteen (19) IT projects identified in Attachment E (Project Detail):

**Report Development:**

1. Contractor shall develop Bi-Weekly, Monthly, and Quarterly Report templates (i.e., a dashboard) for each IT reportable project.
2. Report template(s) will be used for ongoing documentation of project status (i.e., accomplishments, issues, risks, and mitigation efforts, etc.) and must be approved by CPHCS' CIO, or designee, prior to use.

**Management Workplan:**

1. Contractor shall develop a Management Workplan that includes, but is not limited to, all of the following:
  - a. The degree to which each project is within approved scope, cost, and schedule;
  - b. Project accomplishments, issues, risks, and corresponding mitigation efforts;
  - c. The current estimated schedule and cost for project completion; and
  - d. Any other information to assist in review and assessment of project governance and management framework (e.g., project service(s) or deliverables associated with quality assurance, human resources, communication, procurement, and scope management).

**Bi-Weekly Status Report:**

1. Contractor shall provide a written Bi-Weekly Status Report to CPHCS' Contract Manager, or designee(s), for each of the 19 reportable IT projects.
2. The Bi-Weekly Status Report shall:
  - a. Provide a current status on each IT project;
  - b. Identify project accomplishments, critical issues, risks, and corresponding mitigation efforts; and
  - c. Be presented to CPHCS' Project Management Office (PMO) Director on or before the fourteenth (14th) calendar day after contract start date and every two weeks thereafter until end of Agreement term.

**Monthly Status Report:**

Contractor shall provide a written Monthly Status Report to CPHCS' Contract Manager, or designee(s), for each of the 19 reportable IT projects.

1. The Monthly Status Report shall include, but is not limited to, all of the following:
  - a. An evaluation of each project's services and/or deliverables;
  - b. Project accomplishments for current month;
  - c. Project management activities relative to cost, schedule, and identification of critical issues, risks, and corresponding mitigation efforts, if applicable.

- d. Project governance and management framework:
  - i. Contractor must:
    - Assess and recommend improvement, as needed, to assure continuous stakeholder buy-in, participation, support, and commitment to project;
    - Verify that executive sponsors support all changes that impact project objectives, scope, cost, and/or schedule; and
    - Assess project management and organizational lines of reporting and responsibilities to provide adequate technical assistance and managerial oversight of project.
- e. Project management:
  - i. Contractor must:
    - Verify that project management plans are created and followed;
    - Verify that project management plans and procedures are developed, communicated, implemented, monitored, and complete;
    - Verify that approved project scope and objectives are clearly defined;
    - Verify that criteria exist for measuring project success;
    - Verify that project roles and responsibilities are outlined.
    - Evaluate Workplan(s) and reports to ensure project status is accurate concerning cost, schedule, risks, and mitigation efforts, if applicable; and
    - Assess project deployment strategy against organizational readiness, pre-site preparation, post go-live, and/or maintenance support.
- c. Schedule management:
  - i. Contractor must:
    - Verify that a schedule has been developed for each reportable IT project with clearly defined services and/or deliverables;
    - Verify that resources are identified for sustaining and completing each reportable IT project.
    - Identify project resources and timelines that are dependent upon other CDCR/CPHCS IT projects; and
    - Evaluate project service(s) and/or deliverables to ensure completion dates are identified, monitored, and met.
- d. Issue management:
  - i. Contractor must:
    - Verify existence and institutionalization of a project issue tracking mechanism to: 1) identify critical issues as they arise; 2) disseminate issues to proper stakeholders; 3) document a mitigation strategy, as appropriate; and 4) track issue(s) to closure.



- e. Risk management:
  - i. Contractor must:
    - Verify that risk management plans are created and adhered to by applicable parties; and
    - Evaluate risk management plans and procedures to confirm risks are identified and quantified, and that mitigation plans are developed, implemented, and monitored.
  - f. Communication management:
    - i. Contractor must:
      - Verify that a communication plan is created and adhered to by applicable parties; and
      - Evaluate communication plans and strategies to ensure that work products are shared amongst stakeholders.
2. Contractor's monthly status reports are due thirty (30) calendar days after contract start date and every two weeks thereafter until end of contract term.

**Quarterly Report:**

Contractor shall provide a written Quarterly Report to CPHCS' Contract Manager, or designee(s), for each of the 19 reportable IT projects.

1. The Quarterly Report shall include, but is not limited to, all of the following:
  - a. An evaluation of each project's service(s) and/or deliverables, and the degree to which each project is within approved scope, cost, and schedule;
  - b. Project accomplishments, issues, risks, and corresponding mitigation efforts, if applicable;
  - c. The current estimated schedule and cost for project completion;
  - d. Project information and overall status:
    - i. Contractor must:
      - Provide overall status for each reportable IT project that includes, but is not limited to: 1) project phase; 2) planned and actual start and end dates; and 3) approved funding for project completion.
  - e. Scope:
    - i. Contractor must verify and report the degree in which each reportable IT project is being developed within approved scope.
  - f. Cost Management:
    - i. Contractor must verify and report actual project costs against approved budget;

- g. Schedule Management:
    - i. Contractor must evaluate and report which projects are completed and the service(s) and/or deliverables accepted by CPHCS in accordance with project schedule.
  - h. Issue/Risk Management:
    - i. Contractor must evaluate and report critical issues and/or risks, and corresponding mitigations efforts.
  - i. Major Accomplishments:
    - i. Contractor must report major project accomplishments.
2. Contractor's Quarterly Reports are due within three (3) weeks of the first State quarter and quarterly thereafter.

**D. ASSUMPTIONS AND CONSTRAINTS**

1. Work hours for this Agreement must be consistent with CPHCS' normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
2. Contractor's performance of services, deliverables, and/or report(s) may occur during or outside normal business hours.
3. In the event Contractor fails to perform any of the following deliverables due to fault or negligence of Contractor, CPHCS may impose Section 1.a., of the State Model IT Purchase Special Provisions (Liquidated Damages), which will be incorporated by reference in the ensuing Agreement
4. The work location will be at 660 J Street, Sacramento, California, or at another designated location within the greater Sacramento area.
5. Any modifications to SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and CIO or designee.
6. Services not specified in Scope may only be performed pursuant to a work authorization signed by CPHCS.
  - a. In no event will the total amount paid for such work exceed ten percent (10%) of the value of IT consulting services required by the ensuing Agreement.
7. Contractor must submit, in advance, a resume of all personnel substitutions. All Contractor personnel substitutions must be approved by the CPHCS CIO, or designee, prior to substituted personnel commencing work.
8. CPHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel.
9. CPHCS reserves the right to renegotiate services deemed necessary to meet the needs of the project according to State priorities. CPHCS and the Contractor shall mutually agree to all changes; and renegotiated services outside the scope of the original contract may require control agency approval prior to commencement of work.
  - Work Authorization

Either party may at any time propose a change to Scope. If Contractor believes that such change will increase Contractor's costs or delay completion, the parties will negotiate in good faith to try to accommodate such requests. Contractor will price any additional fees, at CPHCS' option, based on time and material rate(s) or fixed cost. Contractor will disclose and explain to CPHCS its method of pricing a change order. At CPHCS' request, the parties will use project estimation tools to aid in determining pricing and to ensure that it is competitive in the marketplace. No change will be effective unless and until set forth in a written amendment to the Agreement, which is approved and signed by the parties. Any agreed upon modifications will be performed by Contractor in accordance with the amendment and Agreement provisions. Any failure to agree to a proposed change will not impair the enforceability of other Agreement terms or in Scope.
10. 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' DCIO and the Contractor, respectively, within eight (8) hours of becoming aware of said problem(s).

11. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

#### **E. CPHCS ROLES AND RESPONSIBILITIES**

1. CPHCS may provide cubicle accommodations at 660 J Street, Sacramento, California, or at another designated location in the greater Sacramento area. Accommodations may include a desk, telephone, computer hardware, and software necessary for performance of the work.
2. CPHCS will 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. CONTRACTOR ROLES AND RESPONSIBILITIES**

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

1. Work with CPHCS' CIO and/or designee(s) to ensure any issue concerning the 19 reportable IT projects are addressed.
- ~~2. Prepare a corrective action plan for identified inadequacies, weaknesses, and/or deficiencies involving the 19 reportable IT projects.~~
2. Communicate with OCIO staff and management to ensure efficient and effective exchange of information.
3. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C (Special Provisions).
  - a. By accepting Agreement, Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit C;
4. Return all State property including security badges, computer laptop, work products, etc., prior to termination of Agreement;
5. 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;
6. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form in order to gain entrance to the institutions;
7. Agree to abide by the Digest of Laws Related to Association with Prison Inmates; and
8. Perform any other duties as requested by CPHCS' CIO or designee.

**G. PERIOD OF PERFORMANCE**

The term of the proposed Agreement is targeted for ~~October 29~~ November 1, 2010 through October ~~28~~ 31, 2011. CPHCS reserves the option to extend Agreement for two (2) additional years at the same rate of award, and/or to add additional funds up to the maximum MSA threshold. The contract award is subject to availability of funds approved for this purpose.

**H. EVALUATION OF CONTRACTOR**

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

"Days" means calendar days unless otherwise specified.

**I. TERMINATION**

Notwithstanding provisions #21, #22, and #23 of the State's General Provisions – IT (GSPD 401-IT, effective June 8, 2010), CPHCS reserves the right to terminate the ensuing Agreement immediately with or without cause.

**J. CPHCS CONTRACT MANAGER**

DIRECTOR, PROJECT MANAGEMENT OFFICE  
Information Technology Services Division  
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 an invoice, CPHCS agrees to reimburse Contractor on a fixed-price deliverable basis in accordance with Exhibit B-1 (Rate Sheet).

Contractor shall submit an invoice in triplicate (with original signatures in blue-ink) specifying work delivered, number of hours performed, cost, and any outstanding issues and/or concerns that need to be addressed.

- a. Invoices for reimbursement shall not be submitted more frequently than monthly in arrears and payments will not exceed ninety percent (90%) of the total price (i.e., deliverable cost). The ten percent (10%) withholding will be payable upon completion of all deliverables and final acceptance by CPHCS.

Invoices shall be submitted with all supporting documentation that properly details all charges. Contractor's invoices submitted to CPHCS must identify the Agreement number. Any invoice submitted without the above referenced information may be returned to Contractor for re-processing.

Upon full or partial completion/delivery of goods and/or services to the satisfaction of CPHCS, Contractor shall address and submit invoice to the following:

CHIEF INFORMATION OFFICER  
Information Technology Services Division  
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. TRAVEL AND MISCELLANEOUS EXPENSES**

For purposes of this RFO, all travel related expenditures are the sole responsibility of bidders.

**EXHIBIT B-1  
RATE SHEET**

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

Upon completion of all deliverables to the satisfaction of CPHCS, Contractor services shall be billed and reimbursed on a deliverable basis (i.e., fixed-price) unless otherwise specified.

| QTY | DELIVERABLE         | PERSONNEL CLASSIFICATION | EST. # HOURS <sup>4</sup> | DELIVERABLE PRICE <sup>5</sup> |
|-----|---------------------|--------------------------|---------------------------|--------------------------------|
| 25  | Bi-Weekly Report    |                          |                           |                                |
| 12  | Monthly Report      |                          |                           |                                |
| 4   | Quarterly Report    |                          |                           |                                |
| 1   | Report Development  |                          |                           |                                |
| 1   | Management Workplan |                          |                           |                                |

|                    |                 |
|--------------------|-----------------|
| Subtotal           | \$ _____        |
| Travel             | + 0.00 _____    |
| <b>Total Costs</b> | <b>\$ _____</b> |

**EXAMPLE**

<sup>4</sup> Estimated number of hours and hourly-rate are for information and staffing purposes only, and will not be subject to evaluation.

<sup>5</sup> Offeror is required to submit pricing for consulting services of each deliverable as listed in Exhibit A.

**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 the CPHCS, DCIO, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

**3. EMPLOYMENT OF EX-OFFENDERS**

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

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

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

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

**4. LICENSES AND PERMITS**

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

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



State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

## **5. CONFLICT OF INTEREST**

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

### **a. Contractors and Their Employees**

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the 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**

OTech 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](http://www.cdcr.ca.gov/Divisions_Boards/Plata/HIPPA_ExhibitG.html).

**18. ELECTRONIC WASTE RECYCLING**

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

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

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

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



**ATTACHMENT B  
CONTRACTOR CONFIDENTIALITY STATEMENT**

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

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for the Independent Project Oversight Activities (RFO #10-031-ITS). For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

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

I fully understand that any unauthorized disclosure I make may be grounds for civil or criminal penalties and/or contract termination. I agree to advise the Director, Project Management Office (PMO), 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’ PMO Director.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT C  
NON-DISCLOSURE AGREEMENT**

I certify that I will hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of the IT Project Reporting Manager. Based on my involvement with the CPHCS, 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 PM and related initiative(s)/procurement(s) 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 IT Consultants, CPHCS' and/or CDCR's employees, CPHCS' prospective bidders, and/or CPHCS and/or CDCR's vendors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties will protect CPHCS' and/or CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CPHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Organization: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT D**  
**STATEMENT OF ECONOMIC INTERESTS (FORM 700)**

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

<http://www.fppc.ca.gov/forms/700-09-10/Form700-09-10.pdf>

**ATTACHMENT E  
PROJECT DETAIL**

| No. | Clarity Project # | Name  | Acronym | Overview/Description  | Total Project Cost | Project Type            | Current Phase            |
|-----|-------------------|---|---------|---|--------------------|-------------------------|--------------------------|
| 1   | PRJ166            | Health Information Management                         | HIM     | This project will: 1) implement IT infrastructure to enable conversion of paper based filing documents and health records to images that can be accessed by clinicians at the point of care; 2) develop and implement a limited number of electronic forms and integrate them into the Clinical Data Repository; 3) and implement policy, process and procedural changes to support conversion from paper to scanned images and electronic forms.   | \$47,895,793       | BPR                     | TBD                      |
| 2   | PRJ016            | Access to Care  |         | The Access to Care Project will redesign processes required to provide access to medical care, excluding specialty care, medication management and emergency response. The project will develop policies and procedures that enable prison health care personnel to meet a constitutional level of medical care in the California prison system.<br><br>Includes:<br>- Primary Care Initiative;<br>- Episodic Care Initiative;<br>- Reception Center Initiative; and<br>- Chronic Disease Management. | \$1,143,500        | BPR                     | Drafting Policy          |
| 3   | PRJ087            | Medication Administration Process Improvement Project | MAPIP   | MAPIP will design processes for administration of medications at facilities to increase quality and efficiency of timely care, while decreasing costs in support of future models for care.   | \$324,544          | BPR                     | Analysis                 |
| 4   | PRJ032            | Access to Care: Utilization                           |         | The Utilization Management Project installed Interqual and the Census   | \$11,707,317       | BPR & COTS Installation | Maintenance & Operations |

| No. | Clarity Project # | Name                                  | Acronym | Overview/Description  | Total Project Cost | Project Type                       | Current Phase  |
|-----|-------------------|---------------------------------------|---------|---|--------------------|------------------------------------|--|
|     |                   | Management                            |         | Discharge Data Information System (CADDIS) to provide evidence-based decision tools and interdisciplinary review processes for increased access to specialty care and reduced morbidity and cost.   |                    |                                    |  |
| 5   | PRJ008            | Laboratory Services Management        | LIS     | This project will reduce inefficiency and improve timeliness of medical care for CDCR's inmate-patients by creating and implementing a statewide strategy to improve operations for enterprise clinical laboratory services. This redesign of lab services will improve business processes to enable integration of healthcare system improvements as they come on-line, including overhauls of information technology and telemedicine. Long-term improvements will require the infrastructure to support an enterprise Laboratory Information System (LIS) and a clinical data warehouse. | \$33,165,012       | BPR & COTS Installation            | Initiation   |
| 6   | PRJ019            | Centralized Transcription & Dictation |         | The purpose of this project is to implement a centralized dictation and transcription department at thirty-three (33) adult institutions.   | \$8,591,118        | BPR & Modified COTS Installation   | Deployment   |
| 7   | PRJ024            | Clinical Data Repository              | CDR     | This supports the centralized clinical data repository (CDR) and portal solution to serve as the foundation for enterprise-level, integrated health information management.   | \$110,327,582      | Modified COTS & System Integration | Main Project Deployment/<br>Subprojects – various phases |
| 8   | PRJ013            | Health Care Scheduling System         | HCSS    | HCSS is an enterprise-wide system for recording and tracking health care requests, scheduling health care appointments, and closing health care ticket requests. HCSS is located within the Strategic Offender Management System (SOMS), which is CDCR's  | \$20,746,324       | BPR & Modified COTS Installation   | System Testing   |

| No. | Clarity Project # | Name   | Acronym | Overview/Description   | Total Project Cost | Project Type                     | Current Phase            |
|-----|-------------------|--|---------|--|--------------------|----------------------------------|--------------------------|
|     |                   |  |         | Enterprise solution for offender management. HCSS provides a single access point for an inmate's entire schedule including custody and health care. HCSS replaces the scheduling component of several legacy scheduling and tracking systems.  |                    |                                  |                          |
| 9   | PRJ072            | Pharmacy - Central Fill                                |         | The Central Fill Pharmacy will fulfill prescriptions for all thirty-three (33) adult institutions. The Central Fill Pharmacy will function to procure and pre-package bulk pharmaceuticals, and distribute orders entered in the GuardianRx software solution. The pharmacy will have automated inventory management; medication checks, and provide distribution of prescriptions by next business day to all institutions. | \$24,636,143       | BPR & Modified COTS Installation | Pilot Testing            |
| 10  | PRJ029            | CPHCS Guardian RX Pharmacy Conversion                  |         | This project installed hardware and pharmacy software in all required locations to support pharmaceutical and nursing point-of-service functions for medications. The new GuardianRx software will support decentralized order refill processes, Medical Administration Record (MAR), and clinical process modifications required for single-phase GuardianRx interface.   | \$26,485,175       | BPR & Modified COTS Installation | Maintenance & Operations |
| 11  | PRJ103            | Pharmacy - Electronic Medication Administration Record | eMAR    | The eMAR project will: 1) provide a platform to track inventory, order medication, develop medication administration groups allowing nurses to pull medications per delivery sector and scan product bar codes linked to the eMAR; 2) assure safety and improve administration speed and efficiency; and 3) provide a compliance and administration record. The eMAR will  | \$28,146,541       | BPR & Modified COTS Installation | Initiation               |

| No. | Clarity Project # | Name  | Acronym | Overview/Description   | Total Project Cost | Project Type                      | Current Phase      |
|-----|-------------------|---|---------|--|--------------------|-----------------------------------|--------------------|
|     |                   |   |         | integrate with and compliment GuardianRx, improve patient safety, medication administration and documentation through patient medication tracking, inventory control, patient utilization and compliance data.   |                    |                                   |                    |
| 12  | PRJ021            | Enterprise Clinical Imaging Project                   |         | The Enterprise Clinical Imaging project will standardize and upgrade medical imaging services for all thirty-three (33) CDCR adult institutions. The project will address and resolve proven access, quality, safety, and financial issues in imaging services. The project will develop new procedures for management and delivery of medical imaging services. | \$27,406,316       | COTS Installation                 | Initiation         |
| 13  | PRJ094            | Telemedicine  |         | This project will deliver an improved telemedicine program to CPHCS, resulting in significantly improved access to care and quality of care for CDCR inmates, while significantly reducing cost and increasing effectiveness of health care service delivery at CDCR institutions, and providing a positive return on investment.                                | \$38,735,436       | BPR & Infrastructure Installation | Policy Development |
| 14  | PRJ030            | Business Information System (Shift & Post Scheduling) | BIS     | The BIS project is managed by CDCR. CPHCS' BIS project includes implementation of SAP financial management, supply chain management and human resources management for CPHCS.  | \$31,033,868       | BPR and Modified COTS ERP         | Development        |
| 15  | PRJ500            | Strategic Offender Management System                  | SOMS    | The SOMS project is managed by CDCR. SOMS is the central enterprise-wide IT system for maintaining essential demographic and correctional information for all current and former State inmates. For CPHCS, the most  | \$23,006,647       | BPR and Modified COTS             | System Testing     |

| No. | Clarity Project # | Name                              | Acronym    | Overview/Description   | Total Project Cost | Project Type       | Current Phase            |
|-----|-------------------|-----------------------------------|------------|--|--------------------|--------------------|--------------------------|
|     |                   |                                   |            | critical function of SOMS is health care scheduling, which will be implemented with development and implementation of the SOMS scheduling module.  |                    |                    |                          |
| 16  | PRJ002            | End User Migration to Data Center | DC and EUM | CPHCS is implementing a new medical-grade data center to support the CPHCS network infrastructure consisting of Headquarters and thirty-three (33) adult institutions. The DC&EUM Project will migrate existing CPHCS staff and hardware, integrating Active Directory, MS Exchange, local LAN-to-LAN applications connectivity, and network infrastructure and support for new CPHCS staff and applications.                          | \$16,952,683       | Infrastructure     | Deployment               |
| 17  | PRJ018            | Healthcare Data Center            |            | This project provides a dedicated data center to support the CPHCS network infrastructure consisting of headquarters and thirty-three (33) adult institutions. Integration of Active Directory, E-mail, Call Center, Centralized Services, and Network Storage to support CPHCS organizational requirements. This project includes migration of existing CPHCS staff and hardware within CDCR to the new CPHCS network infrastructure. | \$101,296,958      | Infrastructure     | Maintenance & Operations |
| 18  | PRJ010            | Healthcare Network Infrastructure |            | This project is to build a dedicated high-speed data network, connecting 33 individual institutions and various other buildings to a central Data Center, sufficient for all present and future IT programs.   | \$181,501,008      | Infrastructure     | Deployment               |
| 19  | PRJ039            | Mental Health Tracking System     | MHTS       | This project will upgrade the Mental Health Tracking System (MHTS) application and replace thirty-two (32) separate Access databases with a web  | \$2,073,870        | Custom Development | Deployment               |



| No. | Clarity Project # | Name | Acronym | Overview/Description                           | Total Project Cost | Project Type | Current Phase |
|-----|-------------------|------|---------|--|--------------------|--------------|---------------|
|     |                   |      |         | application and a single centralized database. |                    |              |               |