



# CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



## CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS AND REHABILITATION

REQUEST FOR OFFER

LEVERAGED PROCUREMENT AGREEMENT  
INFORMATION TECHNOLOGY CONSULTING SERVICES  
VIRTUALIZATION ENGINEER/ADMINISTRATOR  
RFO #13-002-ITS

September 3, 2013

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS), is requesting offers for a Virtualization Engineer/Administrator to support implementation of the Federated Data Center (FDC).

The proposed term of the ensuing Agreement is September 16, 2013, through September 15, 2014. CCHCS reserves the option to extend the Agreement for a maximum of twenty-four (24) additional months at the same hourly rate and/or to add additional funds up to the maximum California Multiple Award Schedule (CMAS) threshold. The 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, your firm agrees to the terms and conditions stated in this Request for Offer (RFO) and in accordance with your authorized Leveraged Procurement Agreement (i.e. CMAS contract).

Offers are due by **3:00 p.m., Tuesday, September 10, 2013**. Responses and any required copies must be submitted by electronic mail and clearly labeled to the department contact noted below.

**Department Contact:**  
CCHCS – IT Acquisitions  
Cynthia Basa  
(916) 691-3232  
[cynthia.basa@cdcr.ca.gov](mailto:cynthia.basa@cdcr.ca.gov)

## RESPONSE GUIDELINES

This RFO, Offeror's response, the State's General Provisions-Information Technology CMAS, effective August 2010 ([GSPD-401IT-CMAS](#)), and applicable IT Services Special Provisions will be made part of the ordering department's Purchase Order and/or procurement contract file.

Offers must be submitted electronically to the departmental contact address noted on page 1. All pages of Offeror's response received prior to due date and time will be considered. CCHCS is not responsible for any e-mail loss and/or failure to receive an Offeror's response. CCHCS assumes no responsibility if Offeror cannot transmit their response electronically to the departmental e-mail address and/or if the entire response is not received prior to 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 CCHCS. In the event of such delivery, CCHCS 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 CMAS that includes the California Department of General Services (DGS) CMAS number, term, and DGS' signature approval;
6. Copy of Liability Insurance Certificate;

Offeror must provide CCHCS 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; and
  - b. The State of California is included as additional insured.
7. Proof of Worker's Compensation Insurance;

Offeror shall provide CCHCS 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);

This Agreement will be invoiced and reimbursed on a time and materials basis subject to completion and approval by CCHCS' Deputy Chief Information Officer (DCIO) Operations Support and/or designee(s) of tasks performed by Contractor. Offer must include a completed Rate Sheet (Exhibit B-1).

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

9. Any modifications to the Statement of Work (SOW) of the ensuing Agreement will be defined, documented, and mutually agreed upon by Contractor and CCHCS' DCIO

Operations Support and/or designee(s) and may be reimbursed on a fixed-cost basis as proposed via work authorization.

10. Bidder Declaration Form (GSPD-05-105);

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

The GSPD-05-105 can be found at <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

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

12. Completed Payee Data Record (STD. 204) <http://www.documents.dgs.ca.gov/pd/masters/debris/Std204.pdf>;

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

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

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

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

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 customer references.

17. Other Requirements:

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

a. Contractor Confidentiality Statement (Attachment A):

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 or related projects, and agreeing to keep all information concerning the project confidential.

b. Non-Disclosure Agreement (Attachment B).

c. Statement of Economic Interests (Form 700), which can be found at <http://fppc.ca.gov/index.php?id=500>.

18. Interested Offerors may submit questions and/or requests for clarification, via e-mail, to [cynthia.basa@cdcr.ca.gov](mailto:cynthia.basa@cdcr.ca.gov). CDCR responses to Offeror questions that provide new or additional information will be provided to all Offerors.

**KEY DATES**

Event	Date	Time
1. Release of RFO	09/03/2013	
2. Questions Due to CCHCS	09/05/2013	3:00 p.m.
3. RFO Response Submission Due Date	09/10/2013	3:00 p.m.
4. Interviews	09/12/2013	TBD
5. Best Value Determination-Selection of Vendor	09/13/2013	4:00 p.m.
7. Proposed Contract Start Date	09/16/2013	

## SELECTION PROCESS

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

CCHCS' evaluation process is based on an industry best practice technique called progressive filtering. The process steps are as follows:

1. Review Offers to Administrative Criteria;
  - a. Responses are reviewed to ensure the submitted offer contains all administrative sections required for contract purposes (e.g. Cover Letter, Rate Sheet, Payee Data, etc.).
2. Evaluate Offers Based on Technical and Administrative Criteria;
  - a. Offers are scored against Technical and Administrative RFO requirements.
  - b. This step results in a Preliminary Technical score and Preliminary Administrative score.
3. Rank and Select Best Offers;
  - a. The Technical score (i.e., consultant qualifications, experience, etc.) and Administrative score are used to select the best two to four offers.
4. Schedule and Perform Candidate Interviews (optional);
  - a. The candidate interviews are used to refine and validate assessed Technical and Administrative scores.
  - b. This step results in Final Technical and Administrative scores.
5. Review Offer's Proposed Cost; and
  - a. Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points.
6. Determine Best Value.
  - a. Reference checks are performed at the discretion of the evaluation team.
  - b. CCHCS may enter into contract negotiations at this time including, but not limited to, rate/cost negotiation.

<b>Best Value Criteria</b>	
<b>Technical Criteria:</b>	<b>100 Points</b>
1. At least four years experience developing, designing and implementing Data Center infrastructure based components;	0-10
2. At least seven years experience installing, configuring, and supporting vSphere/ESX (Elastic Sky X);	0-10
3. At least four years experience performing installation, configuration, and support of vCenter including, but not limited to: Clusters; Datastores; Distributed Resources Scheduler (DRS); Storage DRS; Datastore Clusters; vMotion; vShield; Templates; Cloning; Customization Specifications Manager; vSwitch; distributed switch; Symantec ApplicationHA (high availability); EMC VSI (virtual server infrastructure) plug-in; and Update Manager;	0-10
4. At least two years experience installing, configuring, and supporting HP C7000 chassis/blades/VirtualConnect;	0-10
5. At least six years experience installing, configuring, and supporting Microsoft System Center Configuration Manager (SCCM), including, but not limited to: installing client access servers at primary and secondary sites; configuring roles; managing management points in multiple sites/domains; dynamic/static collections; Windows updates - multiple environments/schedules; troubleshooting failures - including Short Message Service (SMS) Trace;	0-10
6. At least ten years experience performing configuration and support of Domain Name System (DNS);	0-10
7. At least ten years of experience performing configuration and support of Active Directory;	0-10
8. At least two years experience performing installation, configuration, and support of Microsoft Cluster Services – 2003/2008;	0-5
9. At least two years experience troubleshooting application connectivity/functionality from an infrastructure perspective;	0-5
10. Experience developing, designing, and implementing data center infrastructure-based components;	0-5
11. Valid VMWare Certified Professional certification;	0-5
12. At least ten years experience working with State staff on IT projects; and	0-5
13. At least five years experience with projects supporting State IT Health Care environment.	0-5
<b>Administrative Criteria:</b>	<b>30 Points</b>
1. Completeness of response package;	0-10
2. Detailed resumes for proposed consultants that describe work experience, start and end-date for job(s) cited, and professional qualification(s)/experience(s) performing IT services relative to Statement of Work (Exhibit A); and	0-10
3. Three customer references for Offeror verifying engagements similar in scope to Exhibit A (Statement of Work).	0-10

<b>Cost:</b>	<b>70 Points</b>
1. Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points.	0-70

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

**EXHIBITS AND ATTACHMENTS**

Exhibit A	Statement of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit B-1	Rate Sheet
Exhibit C	CCHCS Special Provisions
Attachment A	Contractor Confidentiality Statement
Attachment B	Non-Disclosure Agreement
Attachment C	Business Associate Agreement



## **EXHIBIT A STATEMENT OF WORK**

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

The State of California's prison medical system was placed into Receivership by United States District Court Judge, Thelton E. Henderson, as a result of a 2001 class action lawsuit brought against the State of California over the quality of medical care in the State's prison system. The Court found that the medical care was a violation of the Eighth Amendment of the U.S. Constitution, which forbids cruel and unusual punishment of the incarcerated.

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

The above goals encompass key aspects of the CDCR's health care delivery system and the Receiver has initiated organizational changes to improve medical, nursing, mental health, and dental programs. The California Correctional Health Care Services (CCHCS) has embarked on a number of informational technology (IT) projects to support the Receiver's efforts in raising the level of patient-inmate health care to constitutional standards.

CCHCS is currently consolidating enterprise data services as part of the California Technology Agency (CTA) requirements, which outline provisions for all State Departments to consolidate infrastructure into Tier-3 data centers. CCHCS is in the planning phase for implementation of CTA provisions as part of the Federated Data Center (FDC) initiative. CCHCS is one of the founding anchor tenants within FDC and is now in the planning and implementation phase of building that infrastructure.

CCHCS seeks a Virtualization Engineer/Administrator to support the Virtual Machine (VM) build requests and configuration needs within CCHCS' environment at FDC for migration of both clinical and non-clinical applications. The Virtualization Engineer will be responsible for supporting the FDC Team and Senior Program Manager (PM) in the VM server installation, build, and configuration and monitoring activities within the FDC VM server infrastructure.

The consultant will report to CCHCS' DCIO Operations Support and/or designee(s).

### **B. OFFEROR'S PROPOSED PERSONNEL QUALIFICATIONS**

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

**Mandatory Qualifications:**

1. At least four years experience developing, designing, and implementing Data Center infrastructure based components;
2. At least seven years experience installing, configuring, and supporting vSphere/ESX (Elastic Sky X);
3. At least four years experience performing installation, configuration, and support of vCenter, including, but not limited to: Clusters; Datastores; Distributed Resources Scheduler (DRS); Storage DRS; Datastore Clusters; vMotion; vShield; Templates; Cloning; Customization Specifications Manager; vSwitch; distributed switch; Symantec ApplicationHA (high availability); EMC VSI (virtual server infrastructure) plug-in; and Update Manager;
4. At least two years experience performing installation, configuration, and support of HP C7000 chassis/blades/VirtualConnect;
5. At least six years experience installing, configuring, and supporting Microsoft System Center Configuration Manager (SCCM), including but not limited to: installing client access servers at primary and secondary sites; configuring roles; managing management points in multiple sites/domains; dynamic/static collections; Windows updates - multiple environments/schedules; troubleshooting failures - including Short Message Service (SMS) Trace;
6. At least ten years of experience performing configuration and support of Domain Name System (DNS);
7. At least ten years of experience performing configuration and support of Active Directory (AD);
8. At least two years of experience performing installation, configuration, and support of Microsoft Cluster Services – 2003/2008;
9. At least two years of experience troubleshooting application connectivity/functionality from an infrastructure perspective;
10. At least two years of experience performing installation, configuration, and support of Microsoft AppV;
11. Valid VMWare Certified Professional certification;
12. At least ten years experience working with State staff on IT projects; and
13. At least five years experience with projects supporting State IT Health Care environment.

**Desirable Qualifications:**

1. Two years experience performing installation, configuration, and support of Microsoft System Center Operation Manager (SCOM);
2. One year experience performing installation, configuration, and support of Trend Micro Deep Security;
3. Five years experience performing troubleshooting of Firewall Access Control Lists (ACLs);
4. Experience writing and technical documentation;
5. Ability to work within a team environment as well as independently; and
6. Ability to coordinate technical tasks with IT staff and customers.

**C. SCOPE OF SERVICES**

Contractor shall provide expertise in Virtual Machine (VM) administration including, but not limited to, all of the following: a) building, deploying, and repairing VMs; b) trouble shooting performance and configuration issues; c) recommending best practices and ways to optimize the virtual environment; and d) monitoring existing environment to address/mitigate issues prior to escalation.

Key tasks of the Virtualization Engineer/Administrator may include, but are not limited to, all of the following:

1. Perform and provide technical leadership and guidance in the installation, configuration, and implementation of VMware products and technologies including, but not limited to, vSphere/ESX; vCenter, Datastores; DRS; Storage DRS; Datastore Clusters; vMotion; vShield; Templates; Cloning; Customization Specifications Manager; vSwitch; Distributed Switch; Symantec ApplicationHA; EMC VSI plugin; Update Manager; and vApp;
2. Perform installation, configuration, and support of HP C7000 chassis, blades, and VirtualConnect;
3. Perform configuration and support of Trend Micro Deep Security;
4. Perform configuration, and support of Microsoft SCCM, including, but not limited to, the following: a) install CAS, primary, secondary sites; b) configure-roles; c) manage–management points in multiple sites/domains; d) Dynamic/Static collections; e) windows updates-multiple environments/schedules; and f) troubleshooting failures-including SMS Trace;
5. Perform configuration and support of Microsoft SCOM;
6. Perform configuration and support of AD and create AD Service Accounts;
7. Perform configuration and support of DNS;
8. Perform troubleshooting of Firewall Access Control Lists (ACLs);
9. Perform installation, configuration, and support of Microsoft AppV;
10. Perform installation, configuration, and support of Microsoft Cluster Services 2003/2008;
11. Develop, document, and maintain operational procedures and configurations of the CCHCS virtual environments;
12. Develop and maintain appropriate system documentation;
13. Develop and manage VMware server baselines and configurations;
14. Assess and identify appropriate solutions to be integrated into the CCHCS virtual environment;
15. Collaborate with CCHCS Operations Support and Health Care Information Solutions teams to architect and design all aspects of the VM infrastructure;
16. Provide technical resolution to advanced incident and problem events related to the VM Infrastructure;
17. Design and implement monitoring and performance analysis tools;
18. Assist with the day-to-day operations of the virtual infrastructure;
19. Work with Health Care Information Solutions and Operations Support teams to determine Virtualization requirements;
20. Communicate issues and remediation plans to the Senior PM and other stakeholders;
21. Participate in review of server build requests;

22. Work with the Office of Chief Information Office (OCIO) and other CCHCS managers to provide status reports and other documentation as needed;
23. Interact with vendors, other State agencies including CTA, and other stakeholders as directed and on behalf of CCHCS;
24. Provide day-to-day technical support to CCHCS for virtual infrastructure and data center systems and hardware;
25. Work with internal and external customers, vendors, and other support technicians to determine and implement adjustments to achieve optimum system performance;
26. Recommend best practices and ways to optimize the virtual environment;
27. Interact with CCHCS Operations Support and Health Care Information Solutions teams to answer questions, address problems and requests regarding complex system issues; and
28. Prepare and submit to CCHCS's DCIO any required documents, analyses, reports, recommendations, and white papers using the following tools:
  - i. Microsoft Office Applications including Project, Word, PowerPoint, Visio, Excel, and Outlook; and
  - ii. CA Technologies Clarity™ Project and Portfolio Management (CCHCS's Project Management Tool).

#### **D. ASSUMPTIONS AND CONSTRAINTS**

1. Work hours for the ensuing Agreement must be consistent with CCHCS's normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
2. No overtime pay will be authorized for non-standard work hours.
3. Contractor shall ensure availability of staff to perform the requirements of the ensuing Agreement at all times during the period described in the preceding item 1 above.
4. The work location will be at CCHCS' Headquarters located in Elk Grove, California, or at another designated location within the greater Sacramento area.
5. Any modifications to the SOW of the ensuing Agreement will be defined, documented, and mutually agreed upon by Contractor and CCHCS' DCIO Operations Support and/or designee(s).
6. Services not specified in Scope may only be performed pursuant to a Work Authorization signed by CCHCS' DCIO Operations Support and/or designee(s).
7. Contractor must submit, in advance, a resume of all personnel substitutions. All Contractor personnel substitutions must be approved by CCHCS' DCIO Operations Support and/or designee(s) prior to substituted personnel commencing work.
8. CCHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel, reduce, or cancel a consultant's performance of services at any time.
9. CCHCS reserves the right to renegotiate services deemed necessary to meet the needs of the project according to State priorities. CCHCS and Contractor shall mutually agree to all changes. Renegotiated services outside the scope of original contract may require control agency approval prior to commencement of work.

- Work Authorization

Either party may at any time propose a change to Scope. If Contractor believes that such change will increase Contractor's costs or delay completion, the parties will negotiate in good faith to try to accommodate such request. Contractor will price any additional fees, at CCHCS' option, based on fixed cost per deliverable. Contractor will disclose and explain to CCHCS its method of pricing a change order. At CCHCS' 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. CCHCS 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 CCHCS' CIO, or designee, and the Contractor, respectively, within one (1) business day 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. CCHCS ROLES AND RESPONSIBILITIES**

1. CCHCS will provide cubicle accommodations at CCHCS Headquarters in Elk Grove, 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. CCHCS will not provide consultant(s) with smart phones, cell phones, etc.
3. CCHCS will be responsible to monitor and review services as invoiced.
4. CCHCS will help resolve and escalate issues within the organization, as necessary.
5. CCHCS may provide Contractor access to applicable files, reports, contracts, documents, and other relevant information.
6. CCHCS will provide staff availability for consultation meetings.
7. Provision of clerical or other support services is strictly at the option of CCHCS. Contractor should assume that CCHCS 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 CCHCS' DCIO Operations Support and/or designee(s) to ensure that any issue(s) are addressed;
2. Participate in information gathering meetings, fact-finding meetings, working sessions, status reporting (both written and verbal), presentations, and general communication(s) to ensure success of consultant activity performance;

3. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C (Special Provisions);
  - By accepting Agreement, Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit C;
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 CCHCS' DCIO Operations Support and/or designee(s).

#### **G. PERIOD OF PERFORMANCE**

The anticipated term of the ensuing Agreement will be September 16, 2013, through September 15, 2014. CCHCS reserves the option to extend Agreement for up to twenty-four (24) additional months at the same rate of award and/or to add additional funds up to the maximum CMAS threshold.

#### **H. EVALUATION OF CONTRACTOR**

The CCHCS' DCIO Operations Support and/or designee(s) 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 years. If Contractor's performance is deemed unsatisfactory, a copy of the evaluation shall be sent to DGS, Office of Legal Services (OLS), within five days, and to Contractor within 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 CMAS, effective August 2010), CCHCS reserves the right to terminate the ensuing Agreement immediately with or without cause.

#### **J. CCHCS CONTRACT MANAGER**

California Correctional Health Care Services  
Attn: ITSD, DCIO Operations Support, Building C (C3-620)  
PO Box: 588500  
Elk Grove CA 95758

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. INVOICING AND PAYMENT**

For services satisfactorily rendered, and upon receipt and approval of invoices, CCHCS agrees to reimburse Contractor for said services, no more than monthly in arrears and in accordance with Exhibit B-1 (Rate Sheet). Unless otherwise specified, Contractor services shall be shall be invoiced and reimbursed on a time-and-materials basis subject to completion of prior approved tasks.

Contractor shall submit an invoice, with original signature in blue-ink, specifying work completed by consultant, number of hours performed, and any outstanding issues and/or concerns that need to be addressed.

All invoices shall be submitted with supporting documentation that properly details all charges, expenses, and direct costs (e.g., Clarity time sheets, etc.). All invoices submitted by Contractor to CCHCS must identify the Purchase Order and Agreement numbers.

- Any invoices submitted without the above referenced information may be returned to Contractor for revision(s).

Contractor shall address and submit all invoices to the following:

California Correctional Health Care Services  
Attn: Josie Proverbs - IT Acquisitions, Building D  
PO Box 588500  
Elk Grove, CA 95758

**B. BUDGET CONTINGENCY CLAUSE**

1. 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.
2. 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.

**C. 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.

**D. 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.

**E. TRAVEL AND MISCELLANEOUS EXPENSES**

Any reimbursable travel and/or other expenses must be approved in advance by CCHCS' DCIO Operations Support and/or designee(s), submitted on a State of California Travel Expense Claim, Std. 262, 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.

No travel or parking within the Sacramento metropolitan area will be paid. Only approved business travel originating at CCHCS' headquarters may be reimbursed. Travel to and from the consultant's home or business to the primary CCHCS project site is not reimbursable, unless otherwise expressly authorized by CCHCS.

For purposes of this RFO there is no travel anticipated and no budget allotment.



**EXHIBIT B-1  
RATE SHEET**

Contractor agrees to furnish all labor, insurances, licenses, and permits necessary to perform all services required in accordance with the Statement of Work (Exhibit A).

Unless otherwise specified by CCHCS and agreed to by Contractor, the rates set forth shall remain in force throughout term of Agreement and shall include every item of expense, direct and indirect, including State sales tax incidental to the price, if applicable. The hours proposed for consultant are an estimate and the actual hours worked shall be approved by CCHCS' DCIO Operations Support and/or designee(s) prior to performance of assigned tasks or services.

Consultant services shall be reimbursed on a time and materials basis subject to completion of approved tasks assigned by CCHCS' DCIO Operations Support and/or designee(s).

Consultant Name	Consultant Classification	Hours	Rate Per Hour	Total Cost

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

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

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

**EXHIBIT C**  
**CCHCS 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 CCHCS, 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 CCHCS 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 CCHCS 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 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 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 this 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 is included in this RFO as Attachment C.

**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. CCHCS electronic data stored upon any Provider device must be returned to the CCHCS immediately and the vendor must certify that CCHCS 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  
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 FDC initiative (RFO #13-002-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 CCHCS’ Chief Information Officer 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 CCHCS’ Office of the Chief Information Officer.

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 Signature:

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 Date:

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 Printed Name:

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 Title:

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 Organization:

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 Telephone Number:

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 Email Address:

**ATTACHMENT B  
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 FDC initiative. Based on my involvement with the project, 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 project and related initiative(s)/procurement(s)/trainings thereof.

At all times during and after the process by which the California Correctional Health Care Services (CCHCS) and/or the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create the Project, CCHCS' and/or CDCR's employees, CCHCS' prospective bidders, and/or CCHCS 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 CCHCS' 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 CCHCS' 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.

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Signature:

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Date:

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Printed Name:

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Title:

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Organization:

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Telephone Number:

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Email Address:

## ATTACHMENT C BUSINESS ASSOCIATE AGREEMENT (HIPAA)

### Definitions

#### Catch-all definition:

The following terms and others used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use<sup>2</sup>

#### Specific definitions:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor to the contract to which this Business Associate Agreement is attached as an exhibit. For purposes of this exhibit only, the term “Agreement” shall refer to this Business Associate Agreement. The term “Service Agreement” shall refer to the contract to which this Business Associate Agreement is attached as an exhibit.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS).
- (c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

### Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal and State laws.
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity or individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

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<sup>2</sup> These definitions are set forth in the Code of Federal Regulations (CFR); Title 45, Public Welfare: PART 160—GENERAL ADMINISTRATIVE REQUIREMENTS § 160.103 Definitions, [PART 162--ADMINISTRATIVE REQUIREMENTS](#) § 162.103 Definitions, and [PART 164--SECURITY AND PRIVACY](#) § 164.103 Definitions.

- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or at the request of an individual, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **Permitted Uses and Disclosures by Business Associate**

- (a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) However, under 45 CFR 164.520(a)(3), inmates are not entitled to notices of privacy practices, and 45 CFR 164.520 therefore does not currently apply to Covered Entity.

### **Term and Termination**

- (a) Term. The Term of this Agreement shall be effective as of the effective date of the Service Agreement, and shall terminate on termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Business Associate

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (e) above under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Upon termination of this Agreement, if requested by Covered Entity, Business Associate will transmit the protected health information to another business associate of the Covered Entity.

Upon termination of this Agreement, Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

**Miscellaneous**

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.