CALIFORNIA CORRECTIONAL
HEALTH CARE SERVICES

REQUEST FOR OFFER

INFORMATION TECHNOLOGY CONSULTING SERVICES
MASTER SERVICE AGREEMENT #5167010
(~~Systems Analysts~~ Usability Testers)
RFO # SD16-00332, Addendum 2 – BAM Testers

~~May 1225,31, 2017~~
May 31, 2017

You are invited to review and respond to this Request for Offer (RFO) #SD16-00332 for Information Technology (IT) Consulting Services. To submit an Offer, you must comply with the instructions contained in this document as well as the requirements described in the associated Exhibit A – Statement of Work. By submitting an Offer, the Offeror agrees to the terms and conditions stated in this RFO and your IT-Master Services Agreement (MSA).

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS), is requesting three (3) ~~Systems Analysts~~ Usability Testers under the Department of General Services (DGS) IT-MSA Contract. The resource will provide the CCHCS Business Applications Management (BAM) Section with specialized services in enterprise testing, including Non-Functional Testing (Performance and Accessibility Testing), Functional Testing (Interface Testing), and Testing Automation.

The proposed term of the ensuing Contract is June 27, 2017, or upon approval (whichever is later), through June 26, 2018. CCHCS reserves the option to extend for up to one (1) year at the same hourly rate and/or to add additional funds up to the maximum IT-MSA threshold and term. The Contract award is subject to availability of funds approved for this purpose, and only by mutual consent of the parties in writing.

Offers are due by **2:00 p.m. Friday, ~~May 26, 2017June 2~~June 9, 2017~~.~~** Responses must be delivered or postmarked by the Final Date for Offer Submission and include one (1) hard copy with original signatures, three (3) additional copies, and one (1) electronic copy on a CD of the complete Offer package. Please note **all hand-delivered offers** must be checked in on the first floor security desk at the address below. The security officer will contact the Contract Analyst and the offer/package will be stamped with the date and time of delivery.

RFO # SD16-00332, Addendum 2 –BAM Testers
California Correctional Health Care Services
Information Technology Services Division
8260 Longleaf Drive, Building C-300
Elk Grove, CA 95758
Attn: Yevette Casey, Contract Analyst

Please note that no verbal information given will be binding upon CCHCS unless such information is issued in writing as an official addendum.

Yevette Casey
Contract Analyst

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I. RESPONSE GUIDELINES

This RFO (including all exhibits), Offeror's response, and IT-MSA Contract will be made part of the CCHCS IT ordering department's purchase documents and/or procurement contract file.

1. Submission of Offers:

Four (4) hard copies of the Offer that includes one (1) hard copy with original wet signatures in blue ink, three (3) additional copies, and one (1) electronic copy on a CD of the complete Offer package must be delivered together to CCHCS or postmarked by the date and time shown in the Key Action Dates, and be clearly labeled with the RFO Number and Title. Failure to provide a complete Offer with original wet signatures may deem the offer non-responsive. Under no circumstances will a machine generated electronic signature be accepted.

Note: It is the sole responsibility of the Offeror to contact the Contract Analyst to verify receipt of submitted Offer. CCHCS is not responsible for U.S. Postal Service mail loss, e-mail loss, or late overnight express delivery. Offers should be mailed or delivered to:

U.S. Postal Service Deliveries
California Correctional Health Care Services
Attn: Yevette Casey, Building C-300
Information Technology Services Division
P.O. Box 588500
Elk Grove, CA 95758

Hand Deliveries – Express Mail
California Correctional Health Care Services
Attn: Yevette Casey
Information Technology Services Division
8260 Longleaf Drive, Building C-300
Elk Grove, CA 95758

Please note, **all hand-delivered and Express Mail Offers** must be checked in at the first floor security desk at the address above. The security officer will contact the Contract Analyst or designee to accept the offer/package, which will be stamped with the date and time of delivery upon receipt.

2. Key Action Dates:

Time is of the essence both for the RFO submittal and contract completion. Please be advised of the key dates and times shown below. All dates after the Final Date for Offer Submission are approximate and may be adjusted by CCHCS without addendum to this RFO.

	EVENT	DATE AND TIME
1	RFO Release Date	Friday, May 12, 2017
2	Last Day to Submit Questions (SUBMIT VIA E-MAIL ONLY)*	~~Thursday, May 18, 2017~~ Tuesday, June 6, 2017 by 2:00 PM PST
3	Final Date for Offer Submission	Friday, ~~May 26~~June 2, June 9, 2017 by 2:00 PM PST
4	Estimated Contract Start Date	Tuesday, June 27, 2017

*Interested Offerors may submit questions and/or requests for clarification, via e-mail, to Yevette.Casey@cdcr.ca.gvo. CCHCS responses to Offeror questions that provide new or additional information will be provided to all Offerors.

3. RFO Response Requirements and Content

RFO response must contain all requested information and data and must conform to the format described in this RFO. It is Offeror's responsibility to provide all necessary information for assessment by CCHCS. Responses will be verified and Offeror's ability to perform under the RFO will be determined by CCHCS as outlined in the RFO.

a. Offers must include all items listed on **Attachment A, Required Attachment Checklist**. Offers that are conditional or fail to submit the required documentation by the date and time shown in the Key Action Dates may cause CCHCS to deem the Offer as non-responsive.

b. The specific tasks associated with this RFO are included in the Statement of Work (SOW). Offers must be submitted for the performance of all services described herein. Any deviation from the work specifications will eliminate the Offer from further consideration and award.

c. CCHCS will not accept alternate contract language from the Offeror; all Offers with any such language will be considered a counter proposal and will be eliminated from further consideration and award.

d. Costs incurred for the development of Offers, in anticipation of award, are entirely the responsibility of Offeror and shall not be charged to CCHCS or the State of California.

e. An individual, who is authorized to bind Offeror contractually, must sign all required documents. All documents requiring a signature must bear an original wet signature (in blue ink) of the authorized individual. Unsigned Offers and/or required attachments will cause the Offer to be eliminated from further consideration and award.

f. CCHCS may amend or modify the RFO prior to the Final Date for Offer Submission indicated in the Key Action Dates of this RFO. All modifications and/or amendments to the RFO will be made in writing and released to all parties who received the RFO. Additionally, CCHCS may extend the submission date of the RFO.

g. Offers submitted as Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) must provide and include a SB/DVBE Certification. In accordance with California Government Code Section 14837(d) and California Military and Veterans Code Section 999, all SB and DVBE contractors, subcontractors and suppliers that bid on or participate in a State contract, shall perform a Commercially Useful Function (CUF) and provide a CUF declaration.

h. CCHCS reserves the right to reject any or all Offers submitted for consideration. CCHCS is not required to make an award under this RFO.

4. 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. Further review is subject to the discretion of CCHCS.

Award of a contract resulting from this RFO against an Offeror's IT-MSA will be based on a "Best Value" criteria that includes cost as a factor. CCHCS is not constrained to accept the lowest cost offer and will compare all offers to determine best value, which means the offer that best meets, and potentially exceeds, CCHCS requirements at the most reasonable overall cost.

a. Assessment and Methodology

Offers will be assessed using a combination of Pass/Fail and numerically scored criteria. Best Value shall be determined based on the following criteria:

Categories	Scoring
Administrative Requirements	Pass/Fail
Mandatory Qualifications	Pass/Fail
Desirable Qualifications	Scored
Cost	Scored
Interview (Optional)	Scored (if applicable)

b. Best Value Criteria

Best Value criteria categories are described in the following sections:

i. Administrative Requirements

Offers must meet **all** of the following Administrative Requirements, and scoring will be assessed on a Pass/Fail basis. Only those Offers that receive a passing score will move on to the next step.

Administrative Requirements	
1	Completeness of Offer response package;
2	Provide four (4) complete hard copies of the Offer, with one (1) that includes original (wet) signatures in **blue** ink;
3	Provide one (1) electronic copy of the Offer on a CD (as Adobe PDF or MS Word/Excel);
4	Complete and provide Required Attachments Checklist (Attachment A);
5	Complete and provide Offer/Offeror Certification Sheet (Attachment B);
6	Provide SB/DVBE Certification(s) and CUF declaration, if applicable;
7	Complete and provide Cost Worksheet (Attachment C);
8	Complete and provide Offeror's References Form (Attachment D) – **ONLY ONE (1) CDCR reference will be accepted to meet this requirement**;
9	Complete and provide Bidder Declaration (see Attachment E);
10	Complete and provide Payee Data Record (see Attachment F);
11	Provide detailed résumé for proposed personnel that describe work experience, start and end date for jobs cited, and professional qualifications/experiences performing IT services relative to the SOW;
12	Complete and provide Proposed Personnel Qualifications Form (Attachment G);
13	Complete and provide Proposed Personnel IT-MSA Classification Qualifications Form (Attachment H);
14	Provide Contractor Methodology (in Offeror's own words);
15	Provide copy of Offeror's **complete** IT-MSA Contract (which include classifications and contracted rates);
16	Provide copy of required IT certifications, if applicable (screenshots not accepted); and
17	Provide copy of degree from a verifiable academic institution, if applicable.

ii. Mandatory Qualifications

Each proposed personnel must meet the following Mandatory Qualifications. ~~with the exception of Mandatory Qualification #3. Only the proposed personnel for Performance and Accessibility Testing must meet Mandatory Qualification #3, along with all other Mandatory Qualifications.~~ Scoring will be assessed on a Pass/Fail basis. If résumés, qualification forms, or references cannot validate the experience needed for the following Mandatory Qualifications for each proposed personnel, the Offer may be rejected in its entirety and will not move on to the next step.

Mandatory Qualifications	
1	A minimum of five (5) years of experience applying analytical processes on IT projects, and at least three (3) years of that experience must have been in systems analysis and design;
2	A minimum of five (5) years of experience working with multi-platform environments including, developing test plans, test design specifications, and test case specifications for complex distributed systems;
3	A minimum of five (5) years of experience using industry leading test tools (e.g., HP LoadRunner, HP UFT, MS Visual Studio Test Professionals, JAWS); ~~(Only the proposed personnel for Performance and Accessibility Testing must meet this Mandatory Qualification.)~~
4	A minimum of five (5) years of experience setting up environments including test environments, system-under-test environments, and data sets for test execution;
5	A minimum of five (5) years of experience analyzing business, functional, and technical requirements and translating them into test requirements;
6	A minimum of five (5) years of experience using Team Foundation Server (TFS) or similar tools;
7	A minimum of five (5) years of experience executing functional testing, integration testing, interface testing involving SOA using HL7 and performance testing, and reporting on test results;
8	A minimum of five (5) years of experience developing and executing testing automation and reporting on test results; and
9	A minimum of five (5) years of experience providing mentoring and training to staff in the areas of application analysis, test case development, test execution, troubleshooting, and test documentation.

iii. Desirable Qualifications (Optional)

It is **highly desirable** for proposed personnel to have the following Desirable Qualifications. Each proposed personnel will be scored based on how many Desirable Qualifications they meet, and an average score will be determined (based on the number of proposed personnel). Scoring for Desirable Qualifications will be based on résumés, qualification forms, or references. The Desirable Qualifications score will be a factor in determining overall Best Value.

Desirable Qualifications	
1	Additional years with Mandatory Qualifications;
2	Experience providing guidance to people with various skill levels;
3	Experience with Electronic Health Care Record Systems; and
4	Experience with organizational change management.

iv. Cost

The awarded Contractor will be obligated to provide services at the rate offered in Attachment C, Cost Worksheet. Under no circumstances may the Offer's hourly rate exceed their authorized IT-MSA hourly rate.

v. Interview (Optional)

Interviews may be held for Offers that receive a “pass” for all Pass/Fail components. For Offers that “fail” any of the Pass/Fail components, interviews will not be held. If interviews are conducted, they will be held at CCHCS Elk Grove Headquarters Office.

II. EXHIBIT A – STATEMENT OF WORK

1. Introduction

The California Correctional Health Care Services (CCHCS) Information Technology Services Division (ITSD) delivers technology systems throughout the organization. Since its inception, ITSD has developed and is continuing to develop health care IT applications to raise the level of health care for patient-inmates to constitutional mandated standards.

2. Background

The Business Applications Management (BAM) Section of ITSD is responsible for the development, enhancement, and maintenance of the portfolio of business applications that enable the CCHCS program areas and institutional health care operations deliver health care services to patient-inmates. CCHCS must maintain an efficient and safe health care delivery system that matches community standards and adequately supports the needs of the project sites already deployed and planned future sites. To reach this goal, CCHCS requires skilled IT consultant resources specializing in executing interface, performance, accessibility testing and testing automation of the portfolio of these business applications.

3. Scope of Services

a. Performance and Accessibility Testing

Under the direction of the BAM Technical Services (BTS) manager or delegate, the Contractor shall provide one (1) ~~senior Systems Analyst~~ Usability Tester consultant for support, mentoring, and training on Non-Functional Testing, which includes Performance and Accessibility Testing as follows:

i. Performance Testing

The Contractor will meet with project stakeholders as needed to gather requirements regarding the user action on the solutions for speed, capacity, stability, and scalability. Based on the suggested user action, the Contractor will perform the following tasks and provide documentation:

- Identify the performance-critical scenarios;
- Record scripts;
- Parameterize scripts to vary user input data;
- Identify information that needs to be gathered for load testing;
- Load test the application;
- Analyze the data captured during the test to make sure the application meets performance requirements; and
- Provide Performance Test Results Summary.

ii. Accessibility Testing

The Contractor will collaborate with CCHCS stakeholders to perform research, analysis, and testing to ensure applications are compliant with Section 508 of the Rehabilitation Act of 1973 and the Web Content Accessibility Guidelines (WCAG). Contractor must possess an understanding and working knowledge of web applications, analysis of technical documentation, testing techniques, and have experience using various accessibility software tools such as Job Access with Speech (JAWS) and Non-Visual Desktop Access (NVDA) to evaluate application accessibility compliance as part of the overall Systems Development Lifecycle (SDLC). The Contractor will perform the following tasks and provide documentation as approved by the CCHCS stakeholders:

- Perform initial accessibility testing and any follow-up testing;
- Document accessibility reports & accessibility remediation/exception defects; and
- Work with other system testers and developers to ensure any accessibility

deficiencies are mitigated or resolved.

b. Interface Testing

Under the direction of the BTS manager or delegate, the Contractor shall provide one (1) ~~senior Systems Analyst consultant~~Usability Tester for support, mentoring, and training on Functional Testing, which includes, but is not limited to, Interface Testing of the solutions as follows:

The Contractor will collaborate with CCHCS stakeholders to test interfaces developed by the project team as part of the solutions and perform the following functions and provide documentation in the form of training guides, manuals, documented test scripts and training slides:

- Develop Service Virtualization solutions during testing phase;
- Develop automated test scripts to compare interface data;
- Parameterize tests to run with multiple sets of data;
- Import services from various service endpoints;
- Handle security issues involved in service testing;
- Verify Web Services interoperability (WS-1) compliance.

c. Testing Automation

Under the direction of the BTS manager or delegate, the Contractor shall provide one (1) ~~senior Systems Analyst~~Usability Tester consultant for support, mentoring, and training on Testing Automation of the solutions as follows:

The Contractor will collaborate with CCHCS stakeholders to automate manual test cases for the solutions, as per CCHCS standards, and provide documentation in the form of test design, documented test scripts, training manuals, training guides and training presentations:

- Record and create/enhance automation of manual test cases;
- Synchronize automated tests with the Application Under Test (AUT);
- Parameterize test for a variety of data values;
- Add verification steps to automated tests; and
- Execute the test and report results following CCHCS standards.

d. Knowledge Transfer

The Contractors must also perform "knowledge transfer" to CCHCS enterprise testing staff. "Knowledge transfer" is defined as personal and/or technical knowledge or information which will enable, or enhance the ability of CCHCS staff to maintain and operate CCHCS systems.

"Knowledge transfer" shall also include "on the job" training and education to CCHCS staff, including all relevant documentation, to enable CCHCS to adequately maintain and operate the solutions.

The Contractor shall also provide a written manual/guide of all materials associated; and agrees that CCHCS may reproduce such documentation for its own use to sustain project continuity.

4. Period of Performance

The proposed term of the ensuing Contract is June 27, 2017, or upon approval (whichever is later), through June 26, 2018. CCHCS reserves the option to extend the Contract for additional time or time and money at the rates evaluated and considered, up to the maximum

IT-MSA threshold and term, through a formal Contact amendment. The Contract award is subject to availability of funds approved for this purpose.

The Contractor shall not be authorized to deliver or commence performance of services as described in the Contract until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor and non-compensable by CCHCS.

No amendment or variation of the Contract terms shall be valid unless made in writing, signed by both parties, and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

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

5. Proposed Personnel Qualifications

a. Mandatory Personnel Qualifications:

Each proposed personnel **must** meet the following Mandatory Qualifications~~, with the exception of one. Only the proposed personnel for Performance and Accessibility Testing must meet the third Mandatory Qualification, along with all other Mandatory Qualifications~~.

- A minimum of five (5) years of experience applying analytical processes on IT projects, and at least three (3) years of that experience must have been in systems analysis and design;
- A minimum of five (5) years of experience working with multi-platform environments including, developing test plans, test design specifications and test case specifications for complex distributed systems;
- ~~**Only the proposed personnel for Performance and Accessibility Testing must meet this Mandatory Qualification:**~~ A minimum of five (5) years of experience using industry leading test tools (e.g., HP LoadRunner, HP UFT, MS Visual Studio Test Professionals, JAWS);
- A minimum of five (5) years of experience setting up environments including test environments, system-under-test environments and data sets for test execution;
- A minimum of five (5) years of experience analyzing business, functional, and technical requirements and translating them into test requirements;
- A minimum of five (5) years of experience using TFS or similar tools;
- A minimum of five (5) years of experience executing functional testing, integration testing, interface testing involving SOA using HL7 and performance testing, and reporting on test results;
- A minimum of five (5) years of experience developing and executing testing automation and reporting on test results; and
- A minimum of five (5) years of experience providing mentoring and training to staff in the areas of application analysis, test case development, test execution, troubleshooting, and test documentation.

b. Desirable Personnel Qualifications:

It is **highly desirable** for the proposed personnel to have the following experience, knowledge, skills and abilities:

- Additional years with Mandatory Qualifications;
- Experience providing guidance to people with various skill levels;

- Experience with Electronic Health Care Record Systems; and
- Experience with organizational change management.

6. Contractor Roles and Responsibilities

a. The Contractor shall store all non-software project artifacts in the project's Microsoft SharePoint project library or other project library repositories as specified by the State.

b. Should the CCHCS Contract Manager approve Contractor personnel to work off-site within or outside of Sacramento County, the Contractor must make these off-site personnel available to work at CCHCS headquarters at CCHCS's request and at Contractor's expense.

c. The Contractor shall identify an Engagement Manager responsible for the overall Contract to be listed in Section 17, Points of Contact.

d. The Contractor shall comply with all applicable CCHCS policies, procedures and guidelines.

e. Contractor personnel shall complete assigned tasks in agreed upon timeframes and as approved by the CCHCS Contract Manager. These tasks should include a weekly status report to the CCHCS Contract Manager, describing current project status, tasks completed in the previous week, work plans for upcoming week, and any issues and/or risks identified during the reporting period.

f. Prior to termination of the Contract, the Contractor shall return all CCHCS property, including security badges, computer or laptop, work products, etc.

g. Work with CCHCS Contract Manager, or designee to ensure that any issues are addressed.

h. Participate in information gathering meetings, fact-finding meetings, working sessions, status reporting (both written and verbal), presentations, and general communications to ensure success of activity performance.

i. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C – CCHCS Special Provisions. By accepting the Contract, Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit C – CCHCS Special Provisions.

j. Prior to the start of work, each Contractor personnel must:

- Submit to and pass a live scan test; and
- Be tested for Tuberculosis (TB) and certified to be free of TB on the TB Infectious Free Staff Certification (which will be provided upon Contract award).

k. Complete a Request for Gate Clearance Form, Application for Identification Card, and Emergency Notification Form in order to gain entrance to the institutions, if applicable.

l. Agree to abide by the Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates (Attachment I).

7. CCHCS Roles and Responsibilities

a. The CCHCS will designate a CCHCS Contract Manager in Section 17, Points of Contact, to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

b. If needed, the CCHCS will provide cubicle accommodations for the duration of the ensuing Contract, including desk, chair, telephone, computer or laptop, printer access, Internet access, Microsoft Office, Microsoft Visio and Microsoft Project. All policies and procedures regarding the use of State facilities will be applicable.

c. The CCHCS will provide information, as required by the Contractor, to perform its responsibilities.

d. The CCHCS will provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this SOW.

8. Document Format

Unless explicitly provided in this SOW, all tasks/reports must be provided in a format compatible with CCHCS standard applications at the time of Contract award (i.e., Microsoft Office). For all tasks/reports identified, the format and content must be preapproved by CCHCS. Electronic versions must be stored in a project designated central repository and remain the sole property of CCHCS. The delivery media must be compatible with the project storage devices.

9. Acceptance Criteria

Contractor will work directly with the CCHCS Contract Manager, or designee, who will assign tasks associated with the scope of services listed herein. Tasks will be considered complete after review from the CCHCS Contract Manager, or designee. Assignments will be ongoing and therefore reviewed by the CCHCS Contract Manager, or designee. Tasks are considered complete after a quality assurance process is completed and approved by designated reviewers.

Performance and timeliness of all associated Contract tasks will be monitored via the submission of weekly status reports and meetings. Status and actual hours will be reported on a weekly basis for the assigned tasks. Each task will be tracked via the appropriate program/project schedule and budget to monitor progress towards the completion of the tasks and milestones.

10. Tasks and Deliverables Not Meeting Requirements

Should the work performed or work product produced by the Contractor fail to meet the minimum requirements of this Contract, the following resolution process is employed, except as superseded by other binding processes. Tasks/Deliverables that do not meet contractual requirements are returned to the Contractor as incomplete.

a. The Contract Manager shall notify the Contractor in writing, within five (5) business days after receipt of each task/deliverable or after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.

b. The Contractor shall, within five (5) business days after initial problem notification, respond to the CCHCS Contract Manager by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CCHCS Contract Manager's initial problem notification within the required time limits may result in immediate Contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor at the CCHCS Contract Manager's direction for all work accepted and approved prior to termination.

c. The CCHCS Contract Manager shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether they accept or reject the explanation and/or plan. If the CCHCS Contract Manager rejects the explanation and/or plan, the Contractor submits

a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the CCHCS Contract Manager's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate Contract termination. In the event of such termination, CCHCS shall pay all amounts due to the Contractor at the CCHCS Contract Manager's direction for all work accepted and approved prior to termination.

d. The Contract Manager shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether the revised corrective action plan proposed by the Contractor is accepted or rejected. Rejection of the revised corrective action plan may result in immediate Contract termination. In the event of such termination, CCHCS shall pay all amounts due to the Contractor at the CCHCS Contract Manager's direction for all work accepted prior to termination.

11. Problem Escalation

The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the CCHCS Contract Manager's attention. Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problems justifies escalated reporting. To this extent, the CCHCS Contract Manager will determine the level of severity, and notify the appropriate CCHCS personnel. The CCHCS personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The CCHCS personnel include, but are not limited to the following:

- First level, the CCHCS Project Manager
- Second level, CCHCS Deputy Chief Information Office (DCIO)

12. Evaluation of Contractor

The CCHCS Contract Manager, or designee, will complete a written evaluation of the Contractor's performance under the ensuing Contract 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 Contract file for three (3) years. If the 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 the Contractor within fifteen (15) days (calendar days unless otherwise specified), following completion of the evaluation.

13. Assumption and Constraints

a. Work hours for the ensuing Contract must be consistent with CCHCS normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.

b. Contractor will be scheduled by the CCHC Contract Manager and assigned to work a maximum of forty (40) hours per week.

c. Contractor employee may be required to work over the maximum forty (40) hours stated herein to successfully provide the services described in the SOW. Any hours worked over the maximum must be specifically agreed to by the parties herein and authorized by the CCHCS Contract Manager. No overtime pay will be authorized for Contractor's performance under the ensuing Contract.

d. Contractor shall ensure availability of Contractor personnel to perform the requirements of the ensuing Contract at all times during the period described above.
e. The entire SOW (including all exhibits) and accepted Offer will be made a part of the total Agreement.
f. Any modifications to the SOW will be mutually agreed upon by the Contractor and CCHCS and shall require a formal Contract amendment.
g. The work location will be at CCHCS Headquarters located in Elk Grove, California, or at another designated location within the greater Sacramento area.
h. CCHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel, add, reduce, or cancel a personnel's performance of services at any time.
i. CCHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Contract. Both parties are responsible for communicating any potential problems or issues to CCHCS DCIO, or designee, and the Contractor, respectively, within one (1) business day of becoming aware of said problems.
j. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of the ensuing Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

14. Work Authorization

All Work Authorizations executed under this Contract must be signed by the Contractor Engagement Manager and the CCHCS Contract Manager listed in Section 17, Points of Contact, and will be made a part of the complete Agreement. A Work Authorization sample template is included as Attachment N to the SOW.

Either party may at any time propose a chase to SOW. 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 be compensated at CCHCS' option, based on hourly rate aligned with rates listed in the Work Authorization. Contractor will disclose and explain to CCHCS its method of pricing a Work Authorization. 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 Contact, which is approved and signed by both parties. Any agreed upon modifications will be performed by Contractor in accordance with the amendment and Contract provisions. Any failure to agree to a proposed change will not impair the enforceability of other Contract terms or in Scope.

15. Unanticipated Tasks

a. In the event that additional work must be performed which was wholly unanticipated and is not specified in the SOW, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
b. For each item of unanticipated work not specified in the SOW, a Work Authorization will be prepared. This includes adding, removing, or substituting personnel, as specified in Section 16, Contractor Personnel Changes.
c. It is understood and agreed by both parties to this Contract that all terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.
d. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of

the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to CCHCS, an identification of all significant materials to be delivered by CCHCS to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the identification of the Contractor's positions to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.

e. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and the State.

f. CCHCS has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the "Stop Work" provision of the General Provisions.

g. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:

If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify CCHCS in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, CCHCS may:

a) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
b) Terminate the Work Authorization, or
c) Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.

CCHCS will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. CCHCS agrees to reimburse the Contractor for such additional work hours.

16. Contractor Personnel Changes

a. If a Contractor's person becomes unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable replacement personnel.

b. The proposed personnel must meet all criteria and be evaluated as specified in RFO # SD16-00332, and approved by CCHCS prior to proposed personnel commencing work. Contractor must submit, in advance, the following:

- Résumé for the proposed personnel;
- Completed Offeror's Reference Form (Attachment D);
- Completed Proposed Personnel Qualifications Form (Attachment G);
- Completed Proposed Personnel IT-MSA Classification Qualifications Form (Attachment H); and
- Copy of degrees and certifications necessary to satisfy education requirements.

c. CCHCS shall be allowed to interview proposed personnel and verify references and qualifications. If the change is approved, a Contractor Personnel Change form will be prepared and routed for acceptance by the CCHCS Contract Manager and the Contractor. The proposed personnel may begin work upon notification from the CCHCS Contract Manager.

d. Replacement personnel shall not automatically receive the hourly rate of the staff(s) or position(s) being replaced. CCHCS and the Contractor shall negotiate the hourly rate of

any replacement personnel to the Contract. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed replacement personnel. The negotiated hourly rate shall not exceed the hourly rate for that position, as set forth in the Contract.

e. CCHCS reserves the right to reject the Contractor's proposed personnel. If any of the proposed personnel is rejected, the Contractor shall work diligently to promptly provide a qualified replacement to CCHCS for approval within twenty (20) business days of the rejection.

f. If the proposed personnel does not increase the total cost of the Contract, no amendment shall be required to make the change to the Contract. An amendment is required for any personnel change that results in an increase to the total Contract cost.

17. Points of Contact

CCHCS Contract Manager	Contractor Engagement Manager
<To be completed upon Contract Award> Name: TBD Business Applications Management, C-200 California Correctional Health Care Services P.O. Box 588500 Elk Grove, CA 95758 Phone: TBD E-Mail Address: TBD	<To be completed upon Contract Award> Name: TBD Address: TBD Phone: TBD E-Mail Address: TBD

III. EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. 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, upon receipt and approval of itemized invoices, and in accordance with Attachment C, Cost Worksheet.
2. Payment for services performed under the ensuing Contract shall be made in accordance with the State of California's Prompt Payment Act (GC Section 927 et seq.).
3. The Contractor shall submit invoices monthly in arrears for all hours worked per individual personnel during the previous calendar month. The Contractor must invoice for actual hours worked per personnel for each calendar month. The number of weekly hours the CCHCS will compensate the Contractor shall be no more than 40 hours per personnel, unless pre-approved in writing by the CCHCS Contract Manager. For partial hours worked, the Contractor must prorate the hourly charge in 15-minute (1/4 hour) increments.

   All Invoices shall be submitted ~~in triplicate,~~ with supporting documentation that properly details all charges (e.g., approved CCHCS timesheets in SharePoint, etc.) on Contractor's letterhead and include the following information:

   - CCHCS Contract Number and Purchase Order Number
   - Contractor Name and address
   - Invoice number and invoice date
   - Name of the Contractor personnel who performed the described work
   - Description of approved work performed
   - Number of approved hours expended by the Contractor personnel
   - Hourly rate
   - Total amount of invoice
   - Copy of Contractor personnel's approved CCHCS timesheet
   - Original signature of authorized Contractor representative in blue ink

   Contractor's hourly reimbursement for work performed shall not include time spent for travel-related activities.

   Payment is subject to acceptance of invoice by the CCHCS Contract Manager.
4. Contractor shall address and submit all invoices to:

   California Correctional Health Care Services
   Attn: Sandi Imai
   ITSD – IT Procurement and Contracts, Suite C-300
   P.O. Box 588500
   Elk Grove, California, 95758

B. TRAVEL AND MISCELLANEOUS EXPENSES

1. For purposes of this SOW and Contract, there is no travel anticipated.
2. The Contractor costs related to items such as travel and per diem are costs of the Contractor and CCHCS will not reimburse for these items.

IV. EXHIBIT C – CCHCS SPECIAL PROVISIONS

1. Subcontractor/Personnel 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 Contract Manager, or designee, within ten (10) working days, of any changes to the subcontractor and/or personnel information.

2. 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.

3. 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 licenses and permits required by law for accomplishing any work required in connection with this Agreement.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the CCHCS with a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required licenses and/or permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. 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 Contractor 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.
(3) 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.
(4) 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.
(5) 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.

(6) 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.

(7) The Contractor shall have a continuing duty to keep the State timely and fully apprised in the 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.

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

(9) 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.

5. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its personnel 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.

6. 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.

7. 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.

8. 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:

9. Bloodborne Pathogens

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

10. Tuberculosis (TB) Testing

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7354, "TB Infectious Free Staff Certification," 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 7354 will be provided by CDCR upon Contractor's request.

11. Primary Laws, Rules, & Regulations Regarding Association with Inmates

Individuals who are not CDCR employees, 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; CCR, Title 15, Sections 3283, 3285, 3289, 3292 and 3415*

B. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, non-employees & 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 a 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 or restrictions to visiting or facility access. *SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292*

D. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and/or their designees. *SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289*

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, 3283 and 3289*

F. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. *SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292*

G. It is illegal to give or take letters from prison 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 inmate program activities may be suspended by the Warden or designee. *SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383*

I. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants). *SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)*

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, Section 3261.5*

12. 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.

13. 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 CDCR is prohibited.

14. 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 & subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in & 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.

15. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/ prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited. As a Contractor with CDCR, you and your employee(s) are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

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 a 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 to 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 Agreement as Exhibit D.

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 Contractor 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".

V. EXHIBIT D – 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[1]

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, 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 (i.e., Health and Safety Code Section 1280.5, California Civil Code Section 56 et seq., California Civil Code Section 1798 et seq., and 45 CFR – Subchapter C et al.). Information Security incidents (e.g., breaches) shall be reported to the CCHCS Information Security Office within 24 hours of detection.
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;
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

[1] 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

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 this 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
   a. 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 forth in paragraph (e) 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.

b. 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.
c. 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.

VI. EXHIBIT E – INSURANCE REQUIREMENTS

CCHCS will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

A. **Commercial General Liability** – When Contractor submits a signed Contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than $1,000,000.00 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions below in their entirety:

i. Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.

ii. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the Contract.

iii. The additional insured endorsement must accompany the certificate of insurance.

iv. That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide, within at least five (5) business days, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

B. **Automobile Liability Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than $1,000,000.00 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

C. **Worker's Compensation Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than $1,000,000.00 by an insurance carrier licensed to write Workers' Compensation Insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

D. **Special Requirement: Professional Liability (Errors and Omissions) Insurance** – Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Limits of not less than $1,000,000.00 shall be provided.

VII. EXHIBIT F – INFORMATION SECURITY AGREEMENT (ISA)

1. Introduction and Purpose

A. This Information Security Agreement (ISA) outlines the Service Provider requirements for the collection, maintenance, and dissemination of any information that identifies or describes an individual in conjunction with the performance of services provided to CCHCS under any contract, purchase document, Memorandum of Understanding (MOU), or any other transaction involving information receipt or information exchange between CCHCS and the Service Provider.

B. This ISA does not substitute for any other addendum, attachment, exhibit or obligation with respect to protected health information and the applicability of and requirement to comply with the Health Information Portability and Accountability Act of 1996 (HIPAA) P.L. No. 104-191, 110 Stat. 1938 (1996), including the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Definitions

A. The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual under the provisions of the California Information Practices Act (Civil Code Section 1798 et Seq.).

B. The term “public information” means information maintained by State agencies that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable State or Federal laws.

C. The term “confidential information” means information maintained by State agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or has restrictions on disclosure in accordance with other applicable State or federal laws.

D. The term “sensitive information” means any public information or confidential information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion as identified in Information Security Program Management Standard 5305-A of the California Statewide Information Management Manual (SIMM).

E. The term “service provider” means any vendor, contractor, subcontractor, or third party, including employees, independent contractors or consultants providing any service to CCHCS under this ISA.

3. Acknowledgments

As an entity engaged in a contract, agreement, MOU and/or information receipt and/or information exchange with CCHCS, you (herein referred to as the Service Provider) acknowledge and agree that in the course of a contract, agreement, MOU by and as indicated beyond, Service Provider shall comply with applicable United States and California laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, HIPAA, including but not limited to Section 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI), California Medical Information Act, Lantermann-Petris-Short Act, Alcohol Substance and Abuse Act, California Public Records Act, California Information Practices Act of 1977, the California State Administrative Manual (SAM) and its associated regulations, mandates, budget letters and memorandums, and the SIMM.

4. Standard of Care

A. Service Provider acknowledges and agrees that, in the course of its engagement by CCHCS, Service Provider may receive or have access to sensitive and/or private information.

B. Service Provider shall comply with the terms and conditions set forth in this ISA regarding creation, collection, receipt, management, sharing, exchanging, transmission, storage, disposal, use and disclosure of sensitive and confidential information.

C. Service Provider shall be responsible for, and remain liable to, CCHCS for the actions of unauthorized employees, contractors and subcontractors concerning the treatment of CCHCS related sensitive and confidential information, as if they were Service Provider's own actions.

D. In recognition of the foregoing, Service Provider acknowledges and agrees it shall:

1. Treat sensitive and confidential information with such degree of care required by Federal and State requirements including but not limited to the United States National Institute for Standards and Technology and the SAM Chapter 5300.
2. Collect, use and disclose sensitive and confidential information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to the terms and conditions of this ISA;
3. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available sensitive or confidential information for the benefit of anyone other than CCHCS without CCHCS's prior written consent.

5. Responsibilities of the Service Provider

A. The Service Provider is obligated to ensure the following:

1. Safeguards. To prevent the unauthorized creation, use, management, transfer, distribution, storage, etc. other than as provided for by this ISA. The Service Provider shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to `the size and complexity of the Service Provider's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the CCHCS information it creates, receives, maintains, or transmits; and prevent the use or disclosure of CCHCS information other than as provided for by this ISA. The Service Provider shall provide CCHCS with information concerning such safeguards as CCHCS may reasonably request from time to time.
2. The Service Provider shall restrict logical and physical access to CCHCS sensitive and confidential information to authorized users only.
3. The Service Provider shall implement appropriate authentication methods to ensure information system access to sensitive and confidential information. If passwords are used in user authentication (e.g., username/password combination), the Service Provider shall implement strong password controls on all compatible computing systems (including hand held and mobile devices) that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

B. The Service Provider shall:

1. Implement the following security controls on each server, workstation, or portable computing device (e.g., laptop or computer) that processes or stores sensitive or confidential information:
2. Install a network-based firewall and/or personal firewalls;
3. Continuously update anti-virus software on all systems;

4. Institute a patch-management process including installation of all operating system/software vendor security patches; and
5. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including but not limited to CDs and thumb drives) and on computing devices (including but not limited to laptops, computers, cell phones, and tablets) with a solution that uses proven industry standard encryption algorithms.

C. The Service Provider shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) and strong passwords are used to secure the data.

D. Mitigation of Harmful Effects. To the extent practicable, Service Provider will mitigate harmful effects known to the Service Provider of a use or disclosure of sensitive and/or confidential information by the Service Provider or its sub-Service Providers.

E. Agents and Contractors or Subcontractors of the Service Provider. To ensure any agent, including a contractor or subcontractor to the Service Provider that provides CCHCS information or created or received by the agent, contractor or subcontractor for the purposes of this Contract, Service Provider shall ensure that such agents, contractors or subcontractors comply with the same restrictions and conditions in this ISA that apply to the Service Provider with respect to such information.

F. Notification of Electronic Breach or Improper Disclosure. During the term of this ISA, Service Provider shall notify CCHCS within 24 hours upon discovery of any probable breach of sensitive or confidential information where (1) the information is reasonably believed to have been acquired by an unauthorized person and/or (2) reasonably believed to have an effect of more than 499 people/identities. Immediate notification shall be made to the CCHCS Chief Information Security Officer and/or their designee(s). Service Provider shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations while at the same time preserving evidence for investigation. Service Provider shall investigate such breach and provide a written report of the investigation to the CCHCS Information Security Officer, postmarked or e-mailed within eight (8) business days of the discovery of the breach.

G. Employee Training and Discipline. To train and use reasonable measures to ensure compliance with the requirements of this ISA by employees who assist in the performance of functions or activities under this ISA and use or disclose CCHCS information; and have in place a disciplinary process for such employees who intentionally violate any provisions of this ISA, up to and including termination of employment as required by law or policy.

H. Audits, Inspection and Enforcement. From time to time, CCHCS may inspect the facilities, systems, books and records of Service Provider to monitor compliance with this ISA. Service Provider shall promptly remedy any violation of any provision of this ISA and shall certify the same to the CCHCS Information Security Officer in writing. The fact that CCHCS inspects, or fails to inspect, or has the right to inspect, Service Provider's facilities, systems and procedures does not relieve Service Provider of its responsibilities to comply with this ISA. CCHCS's failure to detect or detection but failure to notify Service Provider or require Service Provider's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of CCHCS's enforcement rights under this ISA.

6. Termination

A. Termination for Cause. Upon CCHCS's knowledge of a material breach of this ISA by Service Provider, CCHCS shall either:
   1. Provide an opportunity for Service Provider to cure the breach or end the violation and terminate this ISA if Service Provider does not cure the breach or end the violation within the time specified by CCHCS.
   2. Immediately terminate this ISA if Service Provider has breached a material term of this ISA and cure is not possible; or
   3. If neither cure nor termination is feasible, the CCHCS Information Security Officer shall report the violation to the CCHCS Chief Privacy Officer and Director of the CCHCS Legal Office.

B. Judicial or Administrative Proceedings. CCHCS may terminate this ISA, effective immediately, if (i) Service Provider is found liable in a civil matter; or (ii) found guilty in a criminal matter proceeding for a violation of federal or State law, rules and/or regulations, in particular within the nature of information confidentiality and protection.

C. Effect of Termination. Upon termination or expiration of this ISA for any reason, Service Provider shall return or destroy all CCHCS information received from CCHCS that Service Provider still maintains in any form, and shall retain no copies of such information; or, if return or destruction is not feasible, it shall continue to extend the protections of this ISA to such information, and limit further use of such information to those purposes that make the return or destruction of such information infeasible. This provision shall apply to information that is in the possession of contractors to the Service Provider and/or agents of the Service Provider.

VIII. REQUIRED ATTACHMENTS

See Attachment A, Required Attachments Checklist.

ATTACHMENT A

REQUIRED ATTACHMENTS CHECKLIST

A complete Offer package will consist of the items identified below. Complete this checklist to confirm the items in your Offer. Place a check mark or "X" next to each item that you are submitting to the State. For your Offer to be responsive, all required attachments must be submitted. This completed checklist shall be included as part of the Offer package.

One (1) original, three (3) copies, and one (1) CD of the complete Offer are required by 2:00 p.m. on the Final Date for Offer Submission, as listed in the Key Action Dates.

The following documents are required upon submission of Offer:

_____Required Attachment Check List (Attachment A)

_____Offer/Offeror Certification Sheet (Attachment B)

_____Small Business/Disabled Veteran Enterprise Certification(s) and Commercially Useful Function Declaration (if applicable)

_____Cost Worksheet (Attachment C)

_____Offeror's References (Attachment D)

_____Bidder Declaration Form, GSPD-05-105 (Attachment E)

_____Payee Data Record, STD-204 (Attachment F)

_____Proposed Personnel Résumé for each proposed personnel

_____Proposed Personnel Qualifications Form for each proposed personnel (Attachment G)

_____IT-MSA Classification Qualifications Form for each proposed personnel (Attachment H)

_____Contractor Methodology Document

_____~~Full~~Complete Copy of Offeror's DGS IT-MSA Contract, including any supplements and attachments, if applicable. ~~with **all** supplements and attachments that includes the following: IT-MSA number, term, user instructions, DGS signature approval, classifications, experience and education requirements, and hourly rates~~

_____Copy of degrees and certifications necessary to satisfy education requirements (screenshots are not permitted)

The following documents are required upon award of the Contract:

_____ Primary Laws, Rules, and Regulations Regarding association with Inmates (Attachment I)

_____ Contractor's Confidentiality Statement (Attachment J)

_____ Non-Disclosure Agreement (Attachment K)

_____ Security Awareness Understanding & Accountability Form (Attachment L)

_____ Statement of Economic Interests, Form 700 (Attachment M)

_____ Insurance Certifications (Automobile, General Liability, Worker's Compensation)

_____ Darfur Contracting Act Certification (Attachment O)

ATTACHMENT B

OFFER/OFFEROR CERTIFICATION SHEET

This Offer/Offeror Certification Sheet must be signed and returned along with all the "required attachments" as an entire Offer package.

A. Our all-inclusive Offer is submitted as detailed in accordance with the RFO.
B. All required attachments are included with this Offer.
C. The signature and date affixed hereon certifies compliance with all the requirements of this RFO.

An unsigned Offer/Offeror Certification Sheet may eliminate the Offer from further consideration.

Please print or type.

1. Company Name	2. Telephone ( )
3. E-mail Address	
4. Offeror's Name (Print)	5. Title
6. **Signature (blue ink only)**	7. Date

ATTACHMENT C

COST WORKSHEET

The Contract awarded as a result of this RFO will be invoiced and reimbursed on an hourly basis subject to the provisions in Exhibit B – Budget Details and Payment Provisions, and approval by the CCHCS Contract Manager or designee, of tasks performed by Contractor personnel. It is the desire of CCHCS to have three (3) proposed personnel in an Offer. However, CCHCS will consider Offers with less, but not more than, three (3) proposed personnel. No travel funds are included for this Contract. Adjustments to add additional hours may be made at the same hourly rate through a formal amendment of the Contract.

The Contractor's personnel will perform the tasks described in this Statement of Work, at the rates indicated in the Cost Worksheet. The CCHCS Contract Manager will be notified, in writing, of any proposed changes (add, remove, or substitute) in the personnel assigned to this Contract. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel. The substitute personnel must meet all mandatory requirements as set forth in the RFO and must be approved by CCHCS.

Fiscal Year 16/17: June 27, 2017 - June 30, 2017					
Line	**Key Role**	**Labor Category**	**Hourly Rate***	**Estimated Hours****	**Total Cost*****
1	**Tester**	**<Classification>**	**$<Rate>**	**<Hours>**	**<$Cost>**
2	**Tester**	**<Classification>**	**$<Rate>**	**<Hours>**	**<$Cost>**
3	**Tester**	**<Classification>**	**$<Rate>**	**<Hours>**	**<$Cost>**
FY 16/17 Subtotal Hours and Cost				**<Subtotal Hours>**	**<$Subtotal Cost>**
Fiscal Year 17/18: July 1, 2017 - June 26, 2018					
1	**Tester**	**<Classification>**	**$<Rate>**	**<Hours>**	**<$Cost>**
2	**Tester**	**<Classification>**	**$<Rate>**	**<Hours>**	**<$Cost>**
3	**Tester**	**<Classification>**	**$<Rate>**	**<Hours>**	**<$Cost>**
FY 17/18 Subtotal Hours and Cost				**<Subtotal Hours>**	**<$Subtotal Cost>**
Total Hours and Cost				**<Total Hours>**	**<$Total Cost>**

* The Hourly Rate may not exceed the current IT-MSA Rate
** Total estimated hours per proposed personnel shall not exceed 1,548 hours per year fiscal year. Adjustments to add additional hours may be made at the same hourly rate through a formal amendment of the Contract
*** Total Cost = Hourly Rate X Estimated Hours

ATTACHMENT D

OFFEROR'S REFERENCES FORM

Submission of this attachment is **mandatory** for each proposed personnel. Failure to complete and return this attachment with an Offer will cause the offer to be eliminated from further consideration and ineligible for award. **ONLY ONE (1) CDCR reference will be accepted to meet this requirement.** Letters of recommendation are NOT acceptable as references. It is the responsibility of the Offeror to ensure references are verifiable. If references provided cannot be verified by CCHCS, the offer may be eliminated from further consideration and ineligible for award.

List below three (3) references for services performed within the **last five (5) years**, which are similar to the SOW to be performed in this contract. Please print or type.

NAME OF PROPOSED PERSONNEL: _____

REFERENCE 1			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:		Telephone Number:	
E-mail Address:		Fax Number:	
Dates of Service:		Value or Cost of Service: $	
Brief Description of Service Provided:			

REFERENCE 2			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:		Telephone Number:	
E-mail Address:		Fax Number:	
Dates of Service:		Value or Cost of Service: $	
Brief Description of Service Provided:			

REFERENCE 3			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:		Telephone Number:	
E-mail Address:		Fax Number:	
Dates of Service:		Value or Cost of Service: $	
Brief Description of Service Provided:			

ATTACHMENT E

BIDDER DECLARATION
GSPD-05-105 (REV 08/09)

Offerors must include a completed and signed Bidder Declaration in their Offer. 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. Offers submitted without this form may be eliminated from further consideration and ineligible for award.

The GSPD-05-105; can be found at:

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

ATTACHMENT F

PAYEE DATA RECORD
STD. 204 (Rev. 6-2003)

Offerors must include a completed and signed Payee Data Record (STD. 204) in their Offer. Offers submitted without this form may be eliminated from further consideration and ineligible for award.

The STD.204, can be found at: http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf.

ATTACHMENT G

PROPOSED PERSONNEL QUALIFICATIONS FORM

Company Name: _____

Proposed Personnel Name: _____

Proposed Project Position: _____

Use the table below to summarize the Contractor's experience as it relates to the Mandatory Qualifications. Complete this form for each of the proposed personnel. Failure to complete this form may eliminate an Offer from further consideration.

EXPERIENCE
Each proposed personnel for this classification must meet the following Mandatory Qualifications~~, with the exception of one which only needs to be met by the proposed personnel for Performance and Accessibility Testing~~:

Mandatory Qualifications	Years	Company	**Position Description*** Describe how the position listed ties back to the Scope of Services	**Page #/ Location in Résumé**
A minimum of five (5) years of experience applying analytical processes on IT projects, and at least three (3) years of that experience must have been in systems analysis and design;				
A minimum of five (5) years of experience working with multi-platform environments including, developing test plans, test design specifications and test case specifications for complex distributed systems;				
~~**Only the proposed personnel for Performance and Accessibility Testing must meet this Mandatory Qualification:**~~ A minimum of five (5) years of experience using industry leading test tools (e.g., HP LoadRunner, HP UFT, MS Visual Studio Test Professionals, JAWS);				
A minimum of five (5) years of experience setting up environments including test environments, system-under-test environments and data sets for test execution;				
A minimum of five (5) years of experience analyzing business, functional, and technical requirements and translating them into test requirements;				
A minimum of five (5) years of experience using Team Foundation Server (TFS) or similar tools;				
A minimum of five (5) years of experience executing functional testing, integration testing, interface testing involving SOA using HL7 and performance testing, and reporting on test results;				
A minimum of five (5) years of experience developing and executing testing automation and reporting on test results; and				
A minimum of five (5) years of experience providing mentoring and training to staff in the areas of application analysis, test case development, test execution, troubleshooting, and test documentation.				

*Include additional sheets if needed.

ATTACHMENT G
(continued)

PROPOSED PERSONNEL QUALIFICATIONS FORM

Company Name: _____

Proposed Personnel Name: _____

Proposed Project Position: _____

Use the table below to summarize the Contractor's experience as it relates to the Desirable Qualifications. Complete this form for each of the proposed personnel.

EXPERIENCE
It is highly desirable for the proposed personnel to have the following experience, knowledge, skills and abilities. Complete only the rows of desirable qualifications that the proposed personnel meets (leave all other rows blank).

Desirable Qualifications	**Years**	**Company**	**Position Description*** Describe how the position listed ties back to the Scope of Services	**Page #/ Location in Résumé**
Additional years with Mandatory Qualifications;				
Experience providing guidance to people with various skill levels;				
Experience with Electronic Health Care Record Systems; and				
Experience with organizational change management.				

*Include additional sheets if needed.

ATTACHMENT H

PROPOSED PERSONNEL IT-MSA CLASSIFICATION QUALIFICATIONS FORM

Company Name: _____

Proposed Personnel Name: _____

Proposed Project Position: _____

Use the table below to summarize the Contractor's experience as it relates to the Contractor's IT-MSA Contract experience and education requirements. Complete this form for each of the proposed personnel. Failure to complete this form may eliminate an Offer from further consideration.

EXPERIENCE AND EDUCATION
Each proposed personnel must satisfy the minimum experience and education requirements to qualify for the identified IT-MSA classification. Attach a copy of required degree and certifications.

IT-MSA Classification Experience and Education Requirements (from IT-MSA)	Years	Company	Description of Experience and Education that Satisfies the Classification Requirements	Page #/ Location in Résumé
<Insert classification experience and education requirements directly from the associated IT-MSA Contract here.>				

*Include additional sheets if needed.

ATTACHMENT I

STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES CDCR 181 (Rev 10/14)

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, Title 15, Section 3285. The following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

1. 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 3283, 3285, 3289, 3292 and 3415
2. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, non-employees and employees shall be made aware of this.
   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304
3. All persons entering onto institution/facility or camp grounds consent to a 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 or restrictions to visiting or facility access.
   SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.
4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.
   SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289
5. 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, 3283 and 3289
6. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.
   SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292
7. It is illegal to give or take letters from prison 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
8. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.
   SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383
9. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).
   SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)
10. 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, Section 3261.5

I HEREBY CERTIFY AND ACKNOWLEDGE I HAVE READ THE ABOVE AND FULLY UNDERSTAND THE IMPLICATIONS REGARDING MY CONDUCT AND ASSOCIATION WITH PRISON INMATES. I ALSO UNDERSTAND VIOLATION OF ANY OF THE ABOVE COULD RESULT IN EXPULSION FROM A CDCR INSTITUTION/FACILITY OR CAMP WITH THE POSSIBILITY OF CRIMINAL PROSECUTION.

VOLUNTEER/MEDIA/CONTRACTOR/GUEST NAME AND TITLE (Print)	SIGNATURE	DATE SIGNED

DISTRIBUTION: Original – Warden, Parole Administrator *and/or designee*

ATTACHMENT J

CONTRACTOR CONFIDENTIALITY AND CONFLICT OF INTEREST STATEMENT

I understand that as a Consultant under contract with CCHCS I must comply with the State's conflict of interest laws and I must file a "Statement of Economic Interests" Form 700 with the Fair Political Practices Commission. I certify that I have read and understand the 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 https://oag.ca.gov/ethics/course.

I certify that I have no personal or financial interest, which would be incompatible with my employment with CCHCS. I further certify that I have no present or past State employment, nor have I participated in any activity related to the planning or procurement processes that would render my participation incompatible. I understand that my employment compensation (base salary and benefits) is not a disqualifying event for purposes of this agreement. I agree for the duration of my contracted involvement in this project not to accept any additional gift, benefit, gratuity or consideration, or begin a personal or financial interest with any person or party who is associated with a business or offering on this project.

I certify that I will keep confidential and secure all information concerning the planning, processes, development and procedures of the project etc., which I learn in the course of my duties on the project. I further certify that I will not copy, give, or otherwise disclose to any other party any information about this project unless that person is authorized in writing to receive that information by the appropriate authority within the department (deputy or director level), as appropriate, considering the program ownership of the information, and who also signs a CCHCS confidentiality agreement. 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 including concepts and discussions as well as written and electronic materials. I understand that if I leave this project before it ends, I must continue to keep all project information confidential. I understand that following completion of this project I must maintain confidentiality should the Project and/or my organization be subject to follow-on contracting criteria per Public Contract Code §10365.5. Additionally, I agree to follow all provided instructions related to project confidentiality.

I fully understand that any unauthorized disclosure I make may be grounds for civil or criminal penalties and/or Contract termination. I agree to immediately advise the CCHCS Contract Manager and Contract Analyst named in this agreement in the event that I learn, or have reason to believe, that any person has or intends to disclose confidential project information, in violation of the terms of this Contract. I also agree to direct all questions and inquiries from bidders, potential bidders and/or third parties to the CCHCS Information Technology Services Division.

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

ATTACHMENT K

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 California Correctional Health Care Services (CCHCS) and this Project. Based on my involvement with the CCHCS, 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 any procurement process for the related initiative(s)/procurement(s)/trainings thereof.

At all times during and after the process by which the 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 Contractors 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 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: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

ATTACHMENT L

SECURITY AWARENESS, UNDERSTANDING & ACCOUNTABILITY FORM

CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES

IT Services Division
Security Awareness, Understanding & Accountability Form
[version 3.3]

CCHCS Tracking #

Annual Information Security Training and Awareness is required for any person that is required to use California Correctional Health Care Services IT assets or information as part of their job function. By signing this document you certify that you are aware of, understand, and are accountable for complying with CCHCS Information Security Policies as defined in the CDCR Department Operations Manual (DOM).

NAME:	**BUSINESS UNIT:**
TELEPHONE NUMBER:	**E-MAIL ADDRESS:**
STATE EMPLOYEE/CONTRACTOR:	**HAS COMPLETED INFORMATION SECURITY TRAINING & AWARENESS:**

As a user of CCHCS IT assets or information, I agree to the following terms and conditions:

a. I will comply with all State policies and laws regarding the use and protection of State IT assets and information.
b. I will comply with all CCHCS Information Security Policies as defined in the CDCR DOM, Chapter 4, Article 45.
c. I will use CCHCS Services IT assets and information for authorized purposes only.
d. I will exercise all precautions necessary to protect confidential, sensitive, personal, and protected information.
e. I will use care to physically secure CCHCS IT assets and information from unauthorized access, theft, damage, or misuse.
f. I will not share my passwords with anyone.
g. I will only access system areas, functions, or files that I am formally authorized to use.
h. I will access CCHCS systems and networks using only my assigned user ID(s) and password(s).
i. I will not perform any act that interferes with the normal operations of IT systems.
j. I will use only CCHCS approved IT systems.
k. I will comply with all applicable copyright laws.
l. I have taken within this current calendar year or will take within the next 30 business days the CCHCS/CDCR Information Security Training and Awareness session "B4081" and understand my responsibilities as described in that material.
m. I acknowledge my responsibility to take the CCHCS Information Security Training and Awareness "B4081" at least annually thereafter or as directed by CCHCS.
n. I understand that illegal use of CCHCS IT assets and information may be a public offense punishable under Section 502 of the California Penal Code.

NAME:	**SIGNATURE:**	**DATE SIGNED:**
MANAGER:	**MANAGER'S SIGNATURE:**	**DATE SIGNED:**

ATTACHMENT M

STATEMENT OF ECONOMIC INTERESTS (FORM 700)

Offerors must include a completed and signed Statement of Economic Interests (Form 700) for each proposed personnel in their Offer. As part of the form, each signer certifies that they have read and understand the 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 https://oag.ca.gov/ethics/course.

Offers submitted without this form may be eliminated from further consideration and ineligible for award.

The Statement of Economic Interests (Form 700) can be found at:

http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2015-16/Form_700_2015.2016.pdf

ATTACHMENT N

WORK AUTHORIZATION
(SAMPLE)

Project Name:		**Contract #:**	
Prepared By:		**Date Prepared:**	
Work Auth Title:		**Work Auth #:**	

Description of Services/Tasks to be Performed:
California Correctional Health Care Services (CCHCS) is requesting, under the Information Technology (IT) Master Services Agreement (MSA), to provide an experienced <insert title/classification> to <insert tasks>.

Position Title	Labor Category
<Insert Title>	<Insert Classification>

Start Date:	Weekday, Month and Day, Year (e.g. Monday, September XX, 20XX)
Completion Date:	Weekday, Month and Day, Year (e.g. Monday, September XX, 20XX)

Estimated Labor Hours	Hourly Rate*	Estimated Total Cost
<insert number of hours>	<insert hourly rate>	<insert total cost>

***** The Hourly Rate may not exceed current IT-MSA rate.

Completion Criteria: Acceptance of project by the State. These services/tasks will be performed in accordance with this Work Authorization and the provisions of Agreement <insert Contract #>.

Approval: Upon authorized original signature by both parties, the Contractor is approved to perform the services/tasks specified above. Per Agreement, the State shall pay the Contractor for services rendered, in arrears. Service invoices prepared in accordance with the aforementioned provisions shall not be submitted more frequently than monthly to the State. This Work Authorization is incorporated by reference into Agreement <insert Contract #>.

CCHCS Contract Manager Name	Contractor Engagement Manager Name
CCHCS Contract Manager Signature	Contractor Engagement Manager Signature
Date	Date

ATTACHMENT O

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If information in Option #1 or Option #2 does not apply, check box below:

☐ **Options below do not apply.**

_____	_____	_____
Company/Vendor Name (printed)	Authorized Signature	Date

If your company, within the previous three years, has had any business activities or other operations outside of the United States, you must complete Option #1 or Option #2 below.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
Initials of Submitter	
Printed Name and Title of Person Initialing	