



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

REQUEST FOR PROPOSAL (RFP)

FOR

ELECTRONIC HEALTH RECORD SYSTEM (EHRS) ON DEMAND TECHNICAL SERVICES Notice to Prospective Bidders

RFP# OPS14-004

September 11, 2014

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) is soliciting proposals for Information Technology (IT) Consulting Services contractors to provide IT Consulting Services to assist in the development and implementation of the Electronic Health Record System (EHRS), and decommissioning of legacy systems as it pertains to the EHRS project, under the authority of Policy 5.1.1, Use of Federal Court Contracting Waiver. You are invited to review and respond to this Request for Proposal (RFP).

The proposed term of the ensuing Agreement is three (3) years, with the option to renew the Agreement for two (2) one-year terms, each of which may be exercised individually or consecutively, for a possible total of five (5) years.

All proposals must be signed by an authorized officer of the company or firm who has legal and binding authority. By submitting a proposal, your firm agrees to the terms and conditions stated in this RFP.

Proposals are due by **Monday October 13, 2014 before 3:00 p.m.** and should be submitted to:

**California Department of Corrections and Rehabilitation
California Correctional Health Care Services
8280 Longleaf Drive, Building D, Suite 202
Elk Grove, CA 95758
Attention: Elaine Rivera/BJ Singh**

Issuance of this RFP in no way constitutes a commitment by CCHCS to award an Agreement. CCHCS reserves the right to reject any or all proposals received if CCHCS determines that it is in CCHCS's best interest to do so.

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SECTION I: INTRODUCTION

1. Purpose of RFP

The purpose of this Request for Proposal (hereafter called the RFP) is to solicit potential contractors to provide Information Technology (IT) Consulting Services on a Master Service Agreement (MSA) for use by the California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) to assist in the development and implementation of the Electronic Health Record System (EHRS).

2. Classifications

- a. Senior Project Manager
- b. Project Manager
- c. Senior Technical Expert
- d. Technical Expert
- e. Senior Developer
- f. Developer
- g. Systems Analyst
- h. Technical Writer
- i. Business Analyst
- j. Trainer
- k. Organizational Change Management

3. Maximum Pricing

If awarded, the hourly rate specified in each Contractor's Agreement is guaranteed for the entire MSA term as the maximum hourly rates to be charged to CCHCS. Lower rates are encouraged when responding to a request for offer by CCHCS. If a Contractor is currently on the Department of General Services, IT Consulting Services MSA, the rates offered in response to this RFP cannot exceed the rates published under the current IT Consulting Services MSA.

4. Term

The term of the MSA is three (3) years, with the option to renew this Agreement for two (2) one-year terms, each of which may be exercised individually or consecutively, for a possible total of five (5) years at the rates offered in your Cost Proposal (Attachment D).

5. Bidder's Responsibilities

To be competitive in this solicitation, the Bidder should:

- a. Carefully read the entire RFP and any Addendum;
- b. Ask appropriate questions or request clarification in a timely manner;
- c. Submit all required responses by the required dates and times;
- d. Ensure that all procedures and requirements of the RFP are accurately followed, thoroughly and appropriately addressed;
- e. Register for free at <http://www.Bidsync.com>.
- f. Check Bidsync for daily updates; and
- g. Provide accurate contact information and maintain availability throughout the solicitation process.

6. CCHCS Contract Administrator

Elaine Rivera
California Correctional Health Care Services
Office of Procurement Services
8280 Longleaf Drive, Building D, Suite 202
Elk Grove, CA 95758
elaine.rivera@cdcr.ca.gov

7. Key Action Dates

Bidders are advised of the key dates and times shown below and are expected to adhere to them. All times noted in this document are Pacific Standard time (PST).

Action	Date and Time *
Request for Proposal Release Date	Thursday September 11, 2014
Questions Due Date	Tuesday September 23, 2014
Response to Questions Due Date	Friday September 26, 2014
Proposals Due Date	Monday October 13, 2014 before 3pm
Notice of Intent to Award	Friday October 24, 2014 before 3pm
Estimated Term Dates	November 1, 2014 through November 30, 2017

*Dates are approximate, and subject to change by an official Addendum and/or public notice.

SECTION II: RULES GOVERNING COMPETITION

1. Requirements

CCHCS has established certain requirements with respect to proposals to be submitted by prospective contractors. The use of “shall”, “must”, or “will” in this RFP indicates a requirement or condition which is mandatory. A deviation from a requirement is material if the response is not in substantial accord with the RFP document requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity, or quality of items proposed, amount paid to the contractor, or on the cost to CCHCS. Material deviations cannot be waived. A deviation, if determined non-material, may be waived by CCHCS.

2. Desirable Items

The words “should” or “may” in this RFP indicate desirable attributes or conditions that are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of the proposal.

3. RFP Document

This RFP document includes, in addition to an explanation of CCHCS’ needs which must be met, instructions which describes the format and content of proposals to be submitted.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, the Bidder shall immediately notify the CCHCS Contract Administrator identified in Section I.6, of such errors in writing and request clarification or modification of the document.

4. Examination of Proposal Submittal

Bidders should carefully examine this entire RFP and any Addendum thereto, and all related materials and data referenced in this RFP or otherwise available to the Bidder, and should become fully familiar with this RFP's Scope of Work (SOW).

5. Questions Regarding this RFP Document

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive proposal process may request clarification by submitting questions in Bidsync, or in an email to the CCHCS Contract Administrator listed in Section I.6. To ensure a response, questions should be received by the scheduled date given in Section I.7, Key Actions Dates. Answers to all questions will be made available. At the sole discretion of CCHCS, questions may be paraphrased or consolidated for clarity.

6. Confidentiality

Bidders should be aware that marking a file or document "confidential", "proprietary", or "trade secret" in a proposal may exclude it from consideration for award and will not keep that document from being released after Award as part of the California Public Records Act, unless the Bidder successfully petitions a court of competent jurisdiction to order CCHCS not to release the document.

SECTION III: SUBMISSION OF PROPOSALS

1. General

Proposal submissions are mandatory for all Bidders. All other steps are optional unless otherwise stated in Section I of this RFP. However, all Bidders are strongly encouraged to follow the scheduled steps of this RFP in order to submit compliant proposals.

2. Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instruction, responsiveness to the RFP requirements, and completeness and clarity of content.

3. Bidder's Cost Proposal

Costs for developing proposals are the responsibility of the Bidder and shall not be chargeable to CCHCS. The Cost Proposal (Attachment D) must be submitted in a separate envelope, marked "COST".

4. Completion of Proposals

Proposals must be complete in all respects as required by this RFP. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the solicitation document requirements.

5. False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of CCHCS, such information was intended to mislead CCHCS in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

6. Signature of Proposals

A cover letter shall be signed, in blue ink, by an individual who is authorized to bind the firm contractually. The signature block must indicate the title or position that the individual holds in the firms. **An unsigned proposal may be rejected.**

7. Format of Proposals

This RFP requires Bidders to submit a proposal that shall contain all required Administrative and Technical Attachments and Exhibits and submitted in a sealed envelope/container when shipped to CCHCS by the dates and times shown in Section I.7, Key Action Dates.

- a. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm.
- b. All additional proposal sets may contain photocopies of the original package. If the proposal is made under a fictitious name or business title, the actual legal name of Bidder must be provided.
- c. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**California Department of Corrections and Rehabilitation
California Correctional Health Care Services
8280 Longleaf Drive, Building D, Suite 202
Elk Grove, CA 95758
Attention: Elaine Rivera/BJ Singh**

**RFP OPS14-004
EHRS on Demand Technical Services
DO NOT OPEN**

Bidder shall submit four (4) sets of copies for all Administrative/Technical Attachments and Exhibits in the sealed Envelope/Container.

In the Bidder's best interest, one (1) set should be titled as being the "ORIGINAL COPY" and the remaining three (3) as additional copies. Each copy shall be titled and unbounded including the additional copies.

SECTION IV: ADMINISTRATIVE REQUIREMENTS

Final proposals will be assessed on a pass/fail basis to verify compliance with all Administrative Requirements. Use Attachment A – Proposal Checklist to submit the following in response to this RFP.

1. Certification Cover Letter (Attachment B)

Cover letter signed by a person authorized to bind the company that certified Bidder's compliance with the provisions of this RFP.

2. Bidder Declaration Form (GSPD-05-105)

A Bidder Declaration will be required at the time of an individual award. It is not required as part of Bidder's response to this RFP. When completing the Declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for requested services unless CCHCS agrees to a substitution.

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

3. STD. 204 Payee Data Record Form

The STD. 204, Payee Data Record Form can be found by typing "204" in the search box at
<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx>

4. Certification to Do Business in the State of California

An "Active" certification from the California Secretary of State, or proof that certification is in process, to do business in the State of California will be accepted.

5. Small Business/Disabled Veteran Business Enterprise Preference (If Applicable)

In accordance with the Federal Court Contracting Waiver using the Substitute Contracting Process, this RFP does not include a specific Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) incentive. However, participation is encouraged. Please provide proof of SB/DVBE if applicable.

6. Compliance Agreement

By signing and submitting a Proposal Packet, Bidder acknowledges it has read, understood, and agreed to the following provisions:

a. Terms and Conditions (T&Cs)

T&C's will not be negotiated. These include:

- IT General Provisions, effective 09/05/2014
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf
- IT Personal Services Special Provisions, effective 01/21/2013
<http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial012103.pdf>
- CCHCS Special Provisions, (Exhibit B)
- Business Associate Agreement-Health Insurance Portability and Accountability Act (HIPAA), (Exhibit C)

b. Scope of Work (SOW)

Bidder agrees to provide qualified staff who meet the minimum education and experience requirements under this RFP's SOW (Exhibit A – Scope of Work).

c. Iran Contracting Act Certification

- Pursuant to the Iran Contracting Act of 2010 (PCC Sections 2200 through 2208 are "the Act"), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act.
- Proposer certifies that it is not on the current list of Entities Prohibited from Contracting with Public Entities in California per the Act found at <http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>.

d. Air or Water Pollution Violations

- Under Government Code (GC) Section 4477, no state agency shall enter into any contract for the purchase of supplies, equipment, or services from any person who is in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal law relating to air or water pollution.
- Proposer certifies that it is not included in notices from the Board, nor is it in violation of provisions of federal law relating to air and water pollution.

e. Fair Employment and Housing Commission Regulations

- GC Section 12990 requires all State contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State contractors to ensure their compliance with the law.

- DFEH periodically disseminates a list of parties who have not complied. Any party so identified is ineligible to enter into any State contract.
- Proposer certifies that it is not included on the list from the DFEH.

f. Prohibition of Tax Delinquents from Contracting

- The State of California is prohibited from entering into any contracts for the acquisition of goods and services with persons whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or Section 19195 of the Revenue and Taxation Code (RTC). Reference also PCC Section 10295.4.
- Bidder certifies that it is not included on either the California Franchise Tax Board's (FTB) or the California Board of Equalization's (BOE) lists found at https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml and <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

g. Assurance of Performance

- This RFP does not require the submittal of financial statements. However, CCHCS must be assured that the Bidder has all the resources required to successfully perform the duties defined in the SOW, If, during the evaluation process, CCHCS is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, CCHCS has the option of requesting from the Bidder any information that CCHCS deems necessary to determine the viability of the Bidder.
- If such information is required beyond that already specified in this RFP, the Bidder will be so notified and will be permitted five (5) working days to submit the information requested.
- If the information submitted by the Bidder, or available from other sources, is insufficient to satisfy CCHCS as to the Bidder's ability to performs, contractually, CCHCS may ask for additional information or reject the Proposal.
- CCHCS's determination of the viability of the Bidder, for the purposes of this RFP, shall be final. A viable Bidder is a Bidder that is fully capable of performing the services outlined in the SOW during the term of the contract.

h. Prime Contractor Responsibility

- Bidders awarded a contract shall be the Prime Contractor for the entire contract period and the sole point of contact with regard to all contractual matters with CCHCS. A Prime Contractor is an individual, sole proprietorship, firm, partnership, corporation or any other business entity with which CCHCS has established a contract.

i. Subcontractors

- Nothing contained in an awarded contract, between CCHCS and the Prime Contractor shall create any contractual relation between CCHCS and any subcontractors, and no subcontract shall relieve the Prime Contractor of its responsibilities and obligations hereunder.

- The Contractor agrees to be as fully responsible to CCHCS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.
- The Contractor's obligation to pay its subcontractors is independent from CCHCS' obligation to make payments to the Prime Contractor. As a result, CCHCS shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

SECTION V: TECHNICAL REQUIREMENTS

In addition to the Administrative Requirements defined in Section IV, three (3) Customer References for each classification Bidder is offering are mandatory. Failure to complete and return three (3) Customer References for each classification with your proposal will cause your offer to be rejected and deemed non-responsive. Use Attachment A – Proposal Checklist to submit the following in response to this RFP.

1. Customer References

Three (3) Customer References are required for each classification Bidder is offering. Customer References must be returned in its original format as shown in Attachment C - Customer References. Each Customer Reference should provide the following:

- a. Contain the reference's original signature and answers to questions validating the Bidder's performance.
- b. Bidders may submit Customer References from the same organizational entity provided each reference is for a separate and distinct contract or project. Amendments provided shall not be considered a separate and distinct contract. **Only one (1) CDCR and/or CCHCS reference will be accepted to meet this requirement.**
- c. Bidders need to send both pages of Customer Reference forms to each reference. Allow adequate time for references to respond in order to be included for timely submission with Proposals. Bidders are responsible for staying in contact with their references to ensure prompt attention to CCHCS's deadline.

2. Validation

CCHCS, at its sole option, may validate references. CCHCS reserves the right to reject any reference it reasonably believes to have been falsified or is an entity the Bidder owns partially or wholly.

3. Customer Reference Rating Points

Bidders will receive points per qualified reference based on the customer satisfaction rating stated on each Customer Reference form as follows:

<u>Rating</u>	<u>Points Received</u>
N – Not Satisfied	0
S – Satisfied	1
V – Very Satisfied	2

SECTION VI: EVALUATION AND SELECTION PROCESS

1. Proposal Evaluation

Proposals will be evaluated based on Administrative Requirements, Technical Requirements (Customer References), and cost. Awards will be made for each classification to Bidders meeting all requirements of the RFP.

- a. All Administrative and Technical proposals received by the due date and time specified will be opened.
- b. Only those Bidders deemed responsive and responsible after Administrative and Technical evaluations will have their Cost Proposals opened.

2. Scoring Methodology

Proposals will be evaluated and scored according to the following Criteria:

- a. **Administrative Requirements** - Scoring is Pass or Fail. A fail in this area may result in the Bidder's disqualification and may not be considered for further evaluation.
- b. **Technical Requirements** – The adjusted Technical Score is calculated by establishing a baseline for all Bidders within each classification. The baseline for each classification is the average score of all Bidders. The Bidder's score is divided by the baseline to derive at the Adjusted Technical Score. The Adjusted Technical Score will be multiplied by the weight factor of 60 to determine the Weighted Technical Score.

Scoring Example

Bidder	Technical Score-Senior Project Manager	Baseline	Adjustment to Technical Score	Weighted Technical Score
A	41	31.50	1.301	78.06
B	25	31.50	0.793	47.58
C	25	31.50	0.793	47.58
D	27	31.50	0.857	51.42
E	24	31.50	0.761	45.66
F	39	31.50	1.238	74.28
G	41	31.50	1.301	78.06
H	30	31.50	0.952	57.12

3. Cost Proposal (Bidder's Hourly Rates)

For each classification, the hourly rates will be entered into a cost worksheet. The adjusted Cost Score is calculated by establishing a baseline for all Bidders within each classification. The baseline for each classification is the average cost of all Bidders. The baseline figure will be divided by the Bidder's cost to derive at the Adjusted Cost Score for each classification. The adjusted Cost Score will be multiplied by the weight factor of 40 to derive at the Weighted Cost Score of each classification.

Scoring Example

Bidder	Cost-Senior Project Manager	Baseline	Adjustment to Cost Score	Weighted Cost Score
A	\$350.00	\$303.75	0.867	34.68
B	\$275.00	\$303.75	1.104	44.16
C	\$390.00	\$303.75	0.778	31.12
D	\$250.00	\$303.75	1.215	48.60
E	\$255.00	\$303.75	1.191	47.64
F	\$335.00	\$303.75	0.906	36.24
G	\$225.00	\$303.75	1.350	54.00
H	\$350.00	\$303.75	0.867	34.68

4. Rejection of Proposals

Deviations, whether or not intentional, may cause a proposal to be deemed non-responsive and not considered for award. Bidders that fail in the Administrative Requirements may be disqualified and may not be considered for further evaluation. CCHCS may reject any or all proposals and may waive any in-material deviation or defect in a proposal. CCHCS waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded a contract. **FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION I.7, KEY ACTIONS DATES, OR NOT SEALED, WILL BE REJECTED.**

5. Errors in Proposals

An error in proposal may cause the rejection of the proposal; however, CCHCS may, **AT ITS SOLE OPTION and DISCRETION**, retain the proposal and make certain corrections. In determining if a correction will be made, CCHCS will consider the conformance of the proposal to the format and content required by this RFP, and any unusual complexity of the format and content required by this RFP.

- a. If the Bidder’s intent, as determined by CCHCS is clearly established based on review of the complete proposal submittal, CCHCS may at its sole option correct an error based on that established intent.
- b. CCHCS may at its sole option correct obvious clerical errors.
- c. CCHCS may at its sole option correct errors of omission, and if the Bidder’s intent is not clearly established by the proposal submittal.
- d. Before submitting a response to this RFP, Bidders should review, correct all errors, and confirm compliance with the requirements of this RFP.

6. Protest

In accordance with the Federal Court Contracting Waiver using the Substitute Contracting Process, protests are not allowed under this RFP.

7. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

Proposal packages may be returned only at the Bidder's expense, unless such expense is waived by CCHCS.

8. Selection and Award

Award(s), if made, will be to those responsive and responsible Bidders whose Final Score is no less than 20% below the Final Score for each classification.

Final Scoring Example

Bidders	Adjustment to Technical Score (Sr. Project Mgr.)	Weighted Technical Score Using Weight of 60	Adjustment to Cost Score	Weighted Cost Score Using Weight of 40	FINAL SCORES
A	1.301	78.06	0.867	34.68	112.74
B	0.793	47.58	1.104	44.16	91.74
C	0.793	47.58	0.778	31.12	78.70
D	0.857	51.42	1.215	48.60	100.02
E	0.761	45.66	1.191	47.64	93.30
F	1.238	74.28	0.906	36.24	110.52
G	1.301	78.06	1.350	54.00	132.06
H	0.952	57.12	0.867	34.68	91.80

The Weighted Technical Score and The Weighted Cost Score was added together to obtain the Final Score. The average final score is 101.36, which is considered the baseline for award, and less 20% is 81.088. Therefore proposals with the final score above 81.088 are eligible for an award.

- **CCHCS reserves the right at any time to reject any or all proposals.**

ATTACHMENT A PROPOSAL CHECKLIST

This Proposal Checklist may be completed and returned with your proposal. **The items listed below are required documents.** Complete this checklist to help confirm the items in your Proposal Packet by placing a check mark next to each item that you are submitting to CCHCS.

NOTE: CCHCS does not guarantee that this checklist is comprehensive. Use of this checklist does not absolve Bidders from reading the entire RFP nor will it excuse Bidders of any obligations set forth in this RFP.

Attachment Name/Description

- _____ Certification Cover Letter (Attachment B)
- _____ Three (3) Customer References for each Classification Bidder is offering (Attachment C)
- _____ Payee Data Record (STD 204)
<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx>
- _____ California Secretary of State Business Entity Filing Certification
- _____ California SB/DVBE Certifications (If Applicable)
- _____ Cost Proposal submit in a separate sealed envelope marked "COST" (Attachment D)

Required Documents upon Individual Award

- Staff Resumes and Certifications
- Contractor Confidentiality Statement
- Budget Detail and Payment Provisions
- Non-Disclosure Agreement
- Form 700 Statement of Economic Interest Certification
- Insurance Certifications (Automobile, General Liability, and Worker's Compensation)
- Bidder Declaration (GSPD-05-105)

PROPOSAL ADMONISHMENT

Please do not alter any forms in this RFP. Bidders should use the forms exactly as they appear in the RFP, and type or hand-fill information in required fields.

Bidders are advised that altering, changing, revising, editing, reformatting or rekeying the forms contained herein may delay the evaluation process or result in the rejection of their proposals for non-responsiveness. Examples of alterations that should not be attempted or performed include, but are not limited to, adding conditional language, adding Bidder's letterhead or its own headers/footers, font size changes, cutting and pasting, changing margins or shapes of table or boxes, deleting or adding text, et cetera.

ATTACHMENT B
CERTIFICATION COVER LETTER
Page 1 of 2

Instructions for this page: See RFP for additional information. Review and complete as instructed. Please do **not** alter this form – see Attachment A - Proposal Checklist for Proposer Admonishment. Except for the information entered into the fill-in box on this page, this form should look exactly the same as it appears in the RFP.

Type or print legibly below the BIDDER’S LEGAL BUSINESS NAME (If a “dba,” include the full dba name, e.g. Business dba Entity. The name below should appear exactly the same on all required submittal documents.)



Dear Ms. Rivera:

We, the Bidder referenced above, present our response to RFP# OPS14-004 for EHRS On Demand Technical Services. We further certify the person signing this Certification Cover Letter is authorized to legally and contractually bind the Bidder to the requirements of RFP# OPS14-004.

By signing this Certification Cover Letter, the Bidder:

- a) Agrees with all the terms and conditions of RFP# OPS14-004 without change.
- b) Certifies the information contained in this proposal is accurate and all required documents submitted as a part of this proposal are true and binding upon the Bidder.
- c) Agrees that the proposal is a firm and irrevocable offer.
- d) Certifies it is able and willing to perform the services as described in this RFP.
- e) Agrees to provide staff and required resources to perform all services as described in the RFP for the classification(s) awarded.
- f) Complies with the requirements of this RFP, including acknowledging that all staff will meet the education and experience required for each classification as described in Exhibit A - Scope of Work.
- g) Warrants the company (Bidder) and its employees will not disclose any confidential materials as designated by the State, or enter into any agreements or discussions with a third party concerning such materials.
- h) Agrees to execute a contract, if awarded.

Continue to page 2 of this Cover Letter

**ATTACHMENT B
 CERTIFICATION COVER LETTER
 Page 2 of 2**

Instructions for this page: Fill-in boxes 1 – 9 below as instructed, then sign box 10 in **blue ink**. Except for the information entered into the fill-in boxes, this form should look exactly the same as it appears in the RFP.

<p>1. Type or print legibly below the BIDDER'S LEGAL BUSINESS NAME (If a "dba," include the full dba name, e.g. Business dba Entity. The name below should appear exactly the same on all required submittal documents.</p> <p>▶</p>													
<p>2. Type or print legibly below the BIDDER'S LEGAL BUSINESS ADDRESS (Include the Number, Street, City, State, Zip Code, and Country - if it is not the United States of America)</p> <p>▶</p>													
<p>3. Type or print legibly below the NAME OF THE PERSON AUTHORIZED to SIGN and BIND the BIDDER referenced in Box 1 above</p> <p>▶</p>	<p>4. Type or print legibly below the TITLE of the PERSON referenced in Box 3 to the left</p> <p>▶</p>												
<p>5. Type or print legibly the TELEPHONE NUMBER for the PERSON named in Box 3 above</p> <p>()</p>	<p>6. Type or print legibly the CELL PHONE NUMBER for the PERSON named in Box 3 above</p> <p>()</p>												
<p>7. Type or print legibly below the EMAIL ADDRESS for the PERSON named in Box 3 above</p> <p>▶</p>													
<p>8. CHECK EACH BOX FOR WHICH THE BIDDER HAS SELECTED TO OFFER:</p> <table border="0"> <tr> <td><input type="checkbox"/> Senior Project Manager</td> <td><input type="checkbox"/> Senior Developer</td> <td><input type="checkbox"/> Business Analyst</td> </tr> <tr> <td><input type="checkbox"/> Project Manager</td> <td><input type="checkbox"/> Developer</td> <td><input type="checkbox"/> Trainer</td> </tr> <tr> <td><input type="checkbox"/> Senior Technical Expert</td> <td><input type="checkbox"/> Systems Analyst</td> <td><input type="checkbox"/> Organizational Change Management</td> </tr> <tr> <td><input type="checkbox"/> Technical Expert</td> <td><input type="checkbox"/> Technical Writer</td> <td></td> </tr> </table>		<input type="checkbox"/> Senior Project Manager	<input type="checkbox"/> Senior Developer	<input type="checkbox"/> Business Analyst	<input type="checkbox"/> Project Manager	<input type="checkbox"/> Developer	<input type="checkbox"/> Trainer	<input type="checkbox"/> Senior Technical Expert	<input type="checkbox"/> Systems Analyst	<input type="checkbox"/> Organizational Change Management	<input type="checkbox"/> Technical Expert	<input type="checkbox"/> Technical Writer	
<input type="checkbox"/> Senior Project Manager	<input type="checkbox"/> Senior Developer	<input type="checkbox"/> Business Analyst											
<input type="checkbox"/> Project Manager	<input type="checkbox"/> Developer	<input type="checkbox"/> Trainer											
<input type="checkbox"/> Senior Technical Expert	<input type="checkbox"/> Systems Analyst	<input type="checkbox"/> Organizational Change Management											
<input type="checkbox"/> Technical Expert	<input type="checkbox"/> Technical Writer												
<p>9. Type or print legibly below the DATE of the SIGNATURE in Box 10 to the right. Enter as Month/Day/Year</p> <p>▶</p>	<p>10. The SIGNATURE below must belong to the PERSON named in Box 3 above (Sign using blue ink only)</p> <p>▶</p>												

Enclosures

**ATTACHMENT C
 CUSTOMER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your Proposal will cause your offer to be rejected and deemed non-responsive.

Proposer completes this page only. Please do **not** alter this form. Except for the information entered into the fill-in boxes, this form should look exactly the same as it appears in the RFP. Bidder must submit in its proposal packet a total of **three (3) references for each classification offering.** Bidders are encouraged to provide State of California government references over other references.

PART 1 – BIDDER INFORMATION. Fill-in boxes 1 – 5 as instructed.

<p>1. Type or print legibly below the Bidder’s legal business name (If a “dba,” include the full dba name. The name below should appear exactly the same on all required submittal documents.)</p> <p>▶</p>	
<p>2. Type or print legibly below the PROJECT TITLE/CONTRACT NUMBER (Provide only one (1) project or contract number.)</p> <p>▶</p>	
<p>3. Type or print legibly below a BRIEF DESCRIPTION of the SERVICES REQUIRED by the Project or Contract identified in Box 2 above</p> <p>▶</p>	
<p>4. Type or print legibly below the START and END DATES of the Project or Contract identified in Box 2 above</p> <p>▶</p> <p align="center">through</p>	<p>5. Was the Project or Contract identified in Box 2 completed? (Check only one (1) box.)</p> <p align="center"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

PART 2 – CUSTOMER REFERENCE INFORMATION. Fill-in boxes 7 – 13 as instructed.

<p>7. Type or print legibly below the legal business or government entity name providing the reference (If the reference is a “dba,” include the full dba name.)</p> <p>▶</p>	
<p>8. Type or print legibly below the business or government entity address (Include the Number, Street, City, State, Zip Code, and/or Country.)</p> <p>▶</p>	
<p>9. Type or print legibly below the NAME of the PERSON AUTHORIZED to provide a reference on behalf of the business or government entity identified in Box 7 above</p> <p>▶</p>	<p>10. Type or print legibly below the TITLE of the PERSON named in Box 9 to the left</p> <p>▶</p>
<p>11. Type or print legibly below the TELEPHONE NUMBER of the PERSON named in Box 9 above</p> <p>()</p>	<p>12. Type or print legibly below the CELL PHONE NUMBER of the PERSON named in Box 9 above</p> <p>()</p>
<p>13. Type or print legibly below the EMAIL ADDRESS of the PERSON named in Box 9 above</p> <p>▶</p>	

PART 3 – REFERENCE COMPLETES THIS PAGE ONLY. The individual defined must be currently employed by the business or government entity referenced and be in a position of authority over the project or contract identified in Part 2 of this form.

Type or print legibly below the **BIDDERS’S LEGAL BUSINESS NAME** (If a “dba,” include the full dba name. The name below should appear exactly the same on all required submittal documents.)
 ►

ITEM	QUESTION	RESPONSE (Circle one)
1	Do you have any direct or indirect investments, real property, or interest in the Bidder submitting a response to RFP OPS14-004 for EHRS On Demand Technical Services?	Yes or No
2	Do you certify that the project/contract information provided by the Bidder on Page 1 of this form is correct?	Yes or No
3	Was the Bidder the prime contractor for your project/contract? A prime contractor is the individual or business whose signature is on the contract and is responsible for the performance of the contract.	Yes or No
4	Would you hire the Bidder again to provide IT consulting services similar in value to the project/contract value identified on Page 1 of this form?	Yes or No
5	Did Bidder provide one or more of the following classifications with duties the same as or similar in scope and complexity as described in the SOW. Please check all that apply: <input type="checkbox"/> Senior Project Manager <input type="checkbox"/> Technical Expert <input type="checkbox"/> Systems Analyst <input type="checkbox"/> Trainer <input type="checkbox"/> Project Manager <input type="checkbox"/> Senior Developer <input type="checkbox"/> Technical Writer <input type="checkbox"/> Organizational Change Management <input type="checkbox"/> Senior Technical Expert <input type="checkbox"/> Developer <input type="checkbox"/> Business Analyst	

Instructions for Items 6-12: Please use the following rating criteria to rate each question:

N- Not Satisfied. Did not meet obligations or perform contractually → below standard performance. **(0 Points)**

S- Satisfied. Performed contractually, met obligations and completed work → average performance. **(1 Point)**

V- Very Satisfied. Performed contractually and went beyond meeting obligations by providing excellent services → above average performance. **(2 Points)**

ITEM	QUESTION	RESPONSE (Circle one letter)
6	Technical competence of the Bidder’s staff, in #5 above, in applying best of class IT principles, methods, techniques and tools to perform contracted services.	N - S - V
7	Effectiveness of the Bidder’s staff in applying their understanding of your organization’s cultural, operational and technological systems to perform contracted services.	N - S - V
8	Interpersonal, oral and written communication skills of the Bidder’s staff when interacting with all staff levels including support, administrative, program, technical and executive management.	N - S - V
9	Analytical skills of the Bidder’s staff to plan, assess, recommend and execute a course of action.	N - S - V
10	Quality and timeliness of the work products prepared by Bidder’s staff.	N - S - V
11	Flexibility of Bidder’s staff in responding to unusual or unanticipated situations & urgent requests.	N - S - V
12	Overall success of the contract.	N - S - V

Reference Certification: *I certify under penalty of perjury that I am the reference identified on Part 2 of this form, that I meet the requirements to provide a reference, and that the information provided above is accurate to the best of my knowledge. I give consent to the State of California to verify my reference.*

SIGNATURE OF REFERENCE PROVIDER	DATE OF SIGNATURE

**ATTACHMENT D
 COST PROPOSAL**

Each bidder is required to provide cost for all classifications that they wish to offer. If you choose not to bid on a classification, enter the phrase Not Applicable (NA) in the Hourly Rate column. If a Contractor is currently on the Department of General Services, IT Consulting Services MSA, the rates offered in response to this RFP cannot exceed the rates published under the current IT Consulting Services MSA. By submitting a Cost Proposal, Bidder certifies that if awarded the contract, it agrees that the hourly rates specified are guaranteed for the entire Agreement term as the maximum hourly rates to be charged.

CLASSIFICATIONS	HOURLY RATE
Senior Project Manager	\$ _____
Project Manager	\$ _____
Senior Technical Expert	\$ _____
Technical Expert	\$ _____
Senior Developer	\$ _____
Developer	\$ _____
Systems Analyst	\$ _____
Technical Writer	\$ _____
Business Analyst	\$ _____
Trainer	\$ _____
Organizational Change Management	\$ _____

TRAVEL AND MISCELLANEOUS EXPENSES

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

<http://www.calhr.ca.gov/employees/Pages/travel-rules-represented.aspx>

EXHIBIT A SCOPE OF WORK (SOW)

A. BACKGROUND AND PURPOSE

California Correctional Health Care Services (CCHCS) is soliciting offers for IT Consulting Services to provide project support for its integrated Electronic Health Record System (EHRS), and decommissioning of legacy systems as it pertains to the EHRS project, in an effort to allow constitutionally adequate medical care to patient-inmates. Selected contractor(s) will design, install, configure, implement and manage the solution for the thirty-five (35) adult California Department of Corrections and Rehabilitation (CDCR) adult institutions statewide.

POST AWARD SELECTION PROCESS

CCHCS will conduct interviews when making a selection from all Contractors in each classification. CCHCS will communicate its needs in the form of a specific Scope of Work (SOW). Contractors must accept or decline the offer within three (3) business days. When accepted, the Contractor must provide CCHCS with all certifications and resumes within five business days and candidates must be available for interviews within ten (10) days.

The selection of Contractor(s) will be at the sole discretion of CCHCS and will commence work under the scope of the MSA.

1. SENIOR PROJECT MANAGER

A Senior Project Manager has full responsibility to manage and oversee all aspects of the most complex IT projects to deliver an IT product, service or system. This includes interacting with state staff and the vendor providing the EHRS.

a. General Duties/Tasks

- Works with client to define scope, requirements and deliverables;
- Develops, modifies or provides input to project plans;
- Implements project plans to meet objectives;
- Coordinates and integrates project activities;
- Manages, leads or administers project resources;
- Monitors project activities and resources to mitigate risk;
- Implements or maintains quality assurance processes;
- Makes improvements, solves problems or takes corrective action when problems arise;
- Gives presentations or briefings on all aspects of the project;
- Participates in phase, milestones, and final project reviews;
- Identifies project documentation requirements or procedures; and
- Develops and implements project schedules and release plans.

b. IT Duties and Tasks

- Identifies customer's information systems requirements;
- Analyzes information systems requirements or environment;
- Designs or conducts analytical studies, feasibility studies, cost-benefit analyses or other research;
- Evaluates, monitors or ensures compliance with laws, regulations, policies, standard or procedures;
- Integrates IT systems and/or subsystems;
- Develops IT testing strategies, plans or scenarios;
- Identifies standards or requirements for infrastructure configuration or change amendments;
- Participates in change control process;
- Develops or implements IT security plans and procedures; and
- Ensures appropriate product-related training and documentation are developed and made available to customers.

c. General Knowledge Skills and Abilities (KSAs)/Competencies

Health care IT experience in public sector and/or State of California agencies; knowledge of Health Insurance Portability and Accountability Act (HIPAA) requirements, and knowledge of Clinical Healthcare Terminology (Access to Care, Meaningful Use); and customer service, decision making, flexibility, interpersonal and leadership skills. Skills in written and oral communication, organizational awareness, problems solving, reasoning, and team building.

d. Technical KSAs/Competencies

Business process reengineering, planning and assessment, contracting and procurement, cost-benefit analysis, financial management, planning and evaluating, project management, quality assurance, requirement analysis and risk management.

e. IT KSAs/Competencies

Experience managing projects using Commercial Off-the-Shelf (COTS) solutions and experience working with COTS vendors. Additional competencies include configuration management, data management, information management, information resource strategy and planning, information technology architecture, information technology performance assessment, infrastructure design, system integration, systems life cycle and technology awareness.

f. Experience

Three (3) years of broad, extensive and increasingly responsible experience applying project management principles, methods, techniques, and tools. At least one (1) year of that experience must have been as a senior PM on one or more complex IT projects.

g. Education

Requires a Bachelor's Degree from an accredited college or university, or four (4) years full-time experience as a senior PM on one or more complex IT projects; and a Project Management Professional (PMP) certificate from the Project Management Institute (PMI), which will be verified during the hiring process.

2. PROJECT MANAGER (PM)

A PM typically works under the direction of a Senior PM or department personnel and manages or oversees all aspects of one or more IT projects.

a. Duties/Tasks

See General IT Duties and Tasks listed for the senior PM.

b. KSAs/Competencies

See KSAs/Competencies listed for the senior PM.

c. Experience

Three (3) years of broad, extensive and increasingly responsible experience applying project management principles, methods, techniques, and tools. At least one (1) year of that experience must have been in a lead capacity.

d. Education

Requires a Bachelor's Degree from an accredited college or university, **or** four (4) years full-time experience applying project management principles, methods, techniques, and tools in a lead capacity; and PMP certificate from PMI, which will be verified during the hiring process.

3. SENIOR TECHNICAL EXPERT (Senior TE)

A Senior TE has full responsibility to manage and oversee all aspects of the most complex IT projects to deliver an IT product, service or system. This includes interacting with state staff and the vendor providing the EHRS. The TE may serve as a lead or work on a team.

a. Duties/Tasks

- Develop reference models of the enterprise and maintain the information in the IT repository;
- Determine the gaps between the current and the target architecture and develop plans for transitioning to target architecture;
- Define the policies and principles to guide technology decisions for the enterprise architecture;
- Identify opportunities to improve enterprise-level systems to support business processes and utilize emerging technologies;
- Promote and educate customers and stakeholders on the use and value of the enterprise architecture;
- Provide enterprise architecture guidance, support and coordination to customers and IT project teams;
- Document the enterprise architecture infrastructure, including the business units and key processes, using modeling techniques;
- Ensure technical integration is achieved across the enterprise by participating in test planning, validation and reviews;
- Evaluate the impact of enterprise architecture products and services on IT investments, business operation, stakeholder satisfaction and other outcomes;
- Coordinate and conduct governance and portfolio management activities associated with ensuring compliance with the enterprise architecture; and

- Ensure the rigorous application of information security/information assurance policies, principles and practices to all components of the enterprise architecture;
- Ensure appropriate product-related training and documentation are developed and made available to customers.

KSAs/Competencies

- Health care IT experience in public sector and/or State of California agencies; knowledge of HIPAA requirements, and knowledge of Clinical Healthcare Terminology (Access to Care, Meaningful Use);
- Organizational mission, IT infrastructure, State enterprise architecture principles and reference models, and program management principles sufficient to participate in the development of organizational enterprise architecture goals, objectives, plans and policies;
- Experience with COTS implementations, and experience working with COTS vendors;
- Organizational enterprise architecture models, policies and planning formulation process, strategic and IT goals and objectives and IT program metrics and measurement techniques sufficient to ensure enterprise-level IT specifications align with the organizational goals, and establish and implement metrics for evaluating the accomplishment of enterprise architecture goals and objectives
- Methods and approaches for sharing information through the use of IT assets, project management concepts, methods and practices, enterprise architecture concepts and principles, and multiple IT disciplines sufficient to develop major components for the enterprise architecture plan including strategic drivers, current and target architectures, the sequencing plan, architectural segments and reference models and standards; and
- Speak and write effectively.

b. Experience

Five (5) years of experience aligning IT systems with organizational business processes. At least two (2) years of that experience must have been in a lead capacity on one or more complex IT projects.

c. Education

Requires a Bachelor's Degree from an accredited college or university, **or** four (4) years full-time experience aligning IT systems with organizational business processes in a lead capacity on one or more complex IT projects.

4. TECHNICAL EXPERT (TE)

A TE functions under general supervision of a Senior TE or Senior PM.

a. Duties/Tasks

See Duties and Tasks listed for the Senior TE.

b. KSAs/Competencies

See KSAs/Competencies listed for the Senior TE.

c. Experience

Three (3) years of experience aligning IT systems with organizational business processes.

d. Education

Requires a Bachelor's Degree from an accredited college or university, **or** four (4) years full-time experience aligning IT systems with organizational business processes.

5. SENIOR DEVELOPER

A Senior Developer is responsible for leading and/or working on the most complex IT applications design, documentation, development, modification, testing, installation, implementation and support of new or existing software and COTS. May also plan, install, configure, test, implement and manage a systems environment in support of IT architecture and business needs. This classification includes database administrators, computer systems analysts, system engineers, system software engineers.

a. Duties/Tasks (Applications Software)

- Analyzing and refining system requirements;
- Translating systems requirements into applications prototypes;
- Planning and designing systems architecture;
- Writing, debugging and maintaining codes;
- Determining and designing applications architecture;
- Determining output media/formats;
- Designing user interfaces;
- Working with customers to test applications
- Assuring software and systems quality and functionality;
- Integrating hardware and software components;
- Writing and maintaining program documentation;
- Evaluating new applications software technologies; and
- Ensuring the rigorous application of information security/information assurance policies, principles and practices the delivery of application software services.

b. Duties/Tasks (Operating Systems)

- Analyzing system requirements in response to business requirements, risks and costs;
- Evaluating, selecting, verifying and validating systems software environment;
- Evaluating, selecting, and installing compilers, assemblers and utilities;
- Integrating hardware and software components within the systems environment;
- Monitoring and fine-tuning performance of the systems environment;
- Evaluating new systems engineering technologies and their effect on the operating environment; and
- Ensuring that information security/information assurance policies, principles and practices are an integral element of the operating environment.

c. KSAs/Competencies

- Health care IT experience in public sector and/or State of California agencies; knowledge of HIPAA requirements, and knowledge of Clinical Healthcare Terminology (Access to Care, Meaningful Use);
- Applications software development principles and methods sufficient to participate in the design;
- Organizational operational environment;
- Software design principles, methods and approaches;
- Principles, methods and procedures for designing, developing, optimizing and integrating new and/or reusable systems components;
- Infrastructure requirements including bandwidth and server sizing;
- Database management principles and methodologies, including data structures, data modeling, data warehousing and transaction processing;
- Functionality and operability of the current operating environment;
- Systems engineering concepts and factors such as structured design, supportability, survivability, reliability, scalability and maintainability; and
- Speak and write effectively and prepare effective reports.

d. Experience

Five (5) years experience in electronic data processing systems study, design and programming. At least two (2) years of that experience must have been in a lead capacity.

e. Education

Requires a Bachelor's Degree from an accredited college or university, **or** four (4) years full-time experience in electronic data processing systems study, design and programming and at least two (2) years of that experience in a lead capacity.

6. DEVELOPER

The description is the same as the Senior Developer except this classification functions under general supervision.

a. Duties/Tasks

See Duties and Tasks under senior developer above.

b. KSAs/Competencies

See KSAs/Competencies listed for senior programmer above.

c. Experience

A minimum of three (3) years of experience in electronic data processing systems study, design and programming.

d. Education

Requires a Bachelor's Degree from an accredited college or university, **or** four (4) years full-time experience in electronic data processing systems study, design and programming.

7. SYSTEMS ANALYST

Performs systems analyses and is responsible for work that involves applying analytical processes to the planning, design and implementation of new and improved information systems to meet the business requirements of customer organizations.

a. Duties/Tasks

- Perform needs analyses to define opportunities for new or improved business process solutions;
- Consult with customers to identify, refine and specify functional requirements, and translate functional requirements into technical specifications;
- Develop overall functional and systems requirements and specifications;
- Conduct business process reengineering;
- Conduct feasibility studies and trade-off analyses;
- Prepare business cases for the application of IT solutions;
- Define systems scope and objectives;
- Develop cost estimates for new modified systems;
- Ensure the integration of all systems components; e.g. procedures, databases, policies, software and hardware;
- Plan systems implementation; and
- Ensure the rigorous application of information security/information assurance policies, principles and practices to the systems analysis process.

b. KSAs/Competencies

- Systems analysis and analytical principles, concepts, techniques and methods, including cost-benefit analysis methods;
- Basic IT architecture and technical documentation methods;
- Systems design tools, methods and techniques, including automated systems analysis and design tools sufficient to develop requirements and specification for systems that meet business requirements;
- Systems design standards, policies and authorized approaches sufficient to assist in identifying and specifying business requirements for new or enhanced systems and develop basic system specifications;
- Systems design precedents or alternative approaches sufficient to advise on the merits of proposed system development projects;
- Structured analysis principles and methods;
- Business processes and operations of customer organizations sufficient to apply a structured systems analysis approach to the design and development of new or enhanced applications;
- Business process engineering concepts and methods sufficient to lead/conduct studies designed to identify potential improvements in the way IT is applied to key business functions;
- Life cycle management concepts;

- Internet and new IT technologies; and
- Speak and write effectively and prepare effective reports and documentation.

c. Experience

A minimum of three (3) years of experience applying analytical processes on IT projects.

d. Education

Requires a Bachelor's Degree from an accredited college or university, **or** four (4) years full-time experience applying analytical processes on IT projects.

Project Support

Categories within this classification support various aspects of IT projects.

8. TECHNICAL WRITER

a. Duties/Tasks

- Research, write, edit and proofread complex technical documentation;
- Create, maintain and update manuals, procedures, specifications and other documents;
- Create, maintain and update technical documents;
- Create, compile and deliver software development documentation packages;
- Review, revise, modify and edit documents prepared by others; and
- Provide writing, editing and design support to team members.

b. KSAs/Competencies

- Systems analysis and analytical principles, concepts, techniques and methods, including cost-benefit analysis methods;
- Requirements analysis;
- Clear, concise writing;
- Knowledge of information technology, e.g. hardware and software; and
- Interview and listening skills

c. Experience

A minimum of two (2) years of experience doing IT technical writing.

d. Education

Requires a Bachelor's Degree from an accredited college or university, **or** four (4) years full-time experience doing IT technical writing.

9. BUSINESS ANALYST

a. Duties/Tasks

- Perform needs analyses to define opportunities for new or improved business process solutions;
- Meet with end-users to determine requirements;

- Assist in implementing technology solutions by determining requirements of a project or program and communicating them;
- Translate and simplify requirements; and
- Manage requirements.

b. KSAs/Competencies

- Systems analysis and analytical principles, concepts, techniques and methods;
- Expertise in business process and system analysis, design, improvement, implementation efforts;
- Expertise in performing studies including configuration management;
- Understanding of systems engineering concepts;
- Written and verbal communications;
- Modeling; and
- Cost/benefit analysis.

c. Experience

A minimum of two (2) years of experience doing IT business analysis.

d. Education

Requires a Bachelor's Degree from an accredited college or university, **or** four (4) years full-time experience doing IT business analysis.

10. TRAINER

a. Duties/Tasks

- Develop innovative and easy-to-understand instructor-led materials for eLearning;
- Analyze content and develop a preliminary course map for eLearning modules, working with subject matter experts;
- Create templates/wrappers for use with eLearning modules;
- Develop end-user training for various software;
- Provide one-on-one support to eLearning developers;
- Document and maintain all training processes and issues; and
- Monitor training sessions and trainees.

b. KSAs/Competencies

- Experience using course authoring tools;
- Experience developing templates, creating complex interaction, branching, layering; creating accessible projects; and using variable, widgets, and buttons;
- Experience creating storyboards, wireframes; and
- Experience applying instructional design and adult learning theories and principles.

c. Experience

One (1) year experience preparing and delivering training classes in a government or corporate environment, and one (1) year of experience in current technologies for the development of eLearning.

d. Education

Two (2) years of college course content in Instructional Technology, Instructional Design, Education, Educational Technology, or a related field (if using the related field to qualify, explain how the course relates), **or** two (2) years full-time experience in preparing and delivering training classes in a government or corporate environment, and one (1) year of experience in current technologies for the development of eLearning.

11. ORGANIZATIONAL CHANGE MANAGEMENT

a. Duties/Tasks

- Conduct OCM assessments;
- Develop and deliver OCM training;
- Develop strategies/approaches, work plans, resource and issue management;
- Develop change leadership processes and plans;
- Develop gap analyses, contingency plans, and stabilization plans;
- Write communications plans;
- Develop content for presentations; and
- Facilitate meetings and events.

b. KSAs/Competencies

- Experience in applying the principles, methods, techniques, and tools of organizational development and change management;
- Experience in organizational alignment and behavior, vision development, team building and staff development;
- Experience working with stakeholders and preparing documents to help communicate and resolve issues; and
- Experience working with State of California staff.

c. Experience

- A minimum three (3) years experience applying the principles, methods, techniques, and tools of organizational development and change management.

d. Education

- Requires a Bachelor's Degree from an accredited college or university, **or** four (4) years full-time experience applying the principles, methods, techniques, and tools of organizational development and change management.

EXHIBIT B
CCHCS SPECIAL PROVISIONS

1. SUBCONTRACTOR/CONSULTANT INFORMATION

Contractor is required to identify all subcontractors who will perform labor or render services in the performance of the Agreement. Additionally, the Contractor shall notify the CCHCS Contract Manager, or designee, within ten (10) working days, of any changes to the subcontractor and/or consultant information. All substitutions are required to meet the requirements as defined in the Scope of Work (SOW).

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 license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CCHCS with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate their 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 Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CCHCS 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 CCHCS and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CCHCS that would otherwise be performed by an individual holding a position specified in the CCHCS' 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, CCHCS officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor

shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CCHCS.

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 CCHCS.

For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

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

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

5. DISCLOSURE

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee which indicates violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

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 blood borne pathogens.

10. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Agreement will be performed within a CCHCS institution/parole office/community based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CCHCS. Regular contact is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CCHCS, at no cost to CCHCS, a form CCHCS 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CCHCS 7336 will be provided by CCHCS upon Contractor's request.

11. PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES

Individuals who are not CCHCS 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 CCHCS, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

- b. CDCR does not recognize hostages for bargaining purposes. CCHCS has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CCHCS Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CCHCS institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

- f. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CCHCS institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

- g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177

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 CCHCS 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 and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras 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. GATE CLEARANCE

Contractor and Contractor's employee(s) and/or subcontractors(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CCHCS 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.

16. BUSINESS ASSOCIATE AGREEMENT

The awarded Contractor will be required meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA) and the regulations promulgated there-under. The Business Associate Agreement (HIPAA) is included in this Agreement as Exhibit C.

17. ELECTRONIC WASTE RECYCLING

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

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT(HIPAA)

Definitions

Catch-all definition:

The following terms and others used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use¹

Specific definitions:

(a) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor to the contract to which this Business Associate Agreement is attached as an exhibit. For purposes of this exhibit only, the term “Agreement” shall refer to this Business Associate Agreement. The term “Service Agreement” shall refer to the contract to which this Business Associate Agreement is attached as an exhibit.

(b) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS).

(c) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal and State laws, ***however, this section does not include security events that do not infer or develop into actual security incidents effecting CCHCS operations and information.***

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.

(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 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 take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

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

(a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) However, under 45 CFR 164.520(a)(3), inmates are not entitled to notices of privacy practices, and 45 CFR 164.520 therefore does not currently apply to Covered Entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the Service Agreement, and shall terminate on termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Business Associate

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

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

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

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

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

Miscellaneous

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

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