



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



REQUEST FOR OFFER (RFO)

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) INFORMATION TECHNOLOGY (Consulting Services) RFO # SD17-00097

January 25, 2018

You are invited to review and respond to this Request for Offer (RFO). To submit an Offer, you must comply with all instructions and requirements as contained in this document. By submitting an Offer, your firm agrees to the terms and conditions stated in this RFO and your proposed CMAS Contract.

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) is requesting one (1) Consultant or a team of Consultants under the Information Technology (IT) Consulting Services CMAS to conduct an evaluation, provide an assessment and perform remediation services of its current clinical laboratory service program performances using the organization's existing and new data sources and technologies as described in the attached Statement of Work.

The proposed term of the ensuing Contract is March 1, 2018 or upon approval (Whichever is later) through February 28, 2019. CCHCS reserves the option to extend for up to one (1) year at the cost offered in the Attachment C (Cost Worksheet) and also reserves the option to add additional hours and funds, only in writing by formal contract amendment, unless specifically prohibited by the CMAS contract.

Offers are due by **3:00 PM, Tuesday, February 13, 2018**. Responses and any required copies must be delivered or e-mailed to CCHCS and hard copies received by the final date and time of Offer submission, and clearly labeled to the department contact noted below. Your response must include one (1) hard copy with original "wet" signature, three (3) additional copies, and one (1) electronic copy on a CD of the complete Offer package. Please note **all hand-delivered offers** must be checked in on the first floor security desk at the address below. The security officer will contact the Contract Analyst and the offer/package will be stamped with the date and time of delivery.

RFO # SD17-00097 – Lab Assessment and Remediation

California Correctional Health Care Services
Information Technology Services Division
8260 Longleaf Drive, Building C, Suite 300
Elk Grove, CA 95758
Attn: BJ Singh

BJ Singh
Contract Analyst

I. RESPONSE GUIDELINES

This RFO, Offeror's response, and CMAS Contract will be made part of the ordering department's purchase documents and/or procurement contract file.

1. Submission of Offers:

Offers must be received by CCHCS by dates and times shown in the Key Action Dates. The Offeror's response must be e-mailed to BJ Singh, the Contract Analyst at BJ.Singh@cdcr.ca.gov and clearly labeled with the RFO Number and Title.

Electronic RFO responses will be accepted to begin the assessment process but an original with "wet" signature and three (3) copies with one (1) electronic copy on a CD must be received by CCHCS within one business day of the RFO submittal date. Failure to provide an originally signed complete response will eliminate your firm from further consideration and contract award. Under no circumstances will a machine generated electronic signature be acceptable.

Note: It is the sole responsibility of the submitting Offeror to contact the Contract Analyst listed above to verify receipt of their submitted Offer. CCHCS is not responsible for any US mail loss, e-mail loss, or late overnight express delivery. CCHCS assumes no responsibility if Offeror cannot transmit their response electronically to the departmental e-mail address and/or if the entire response is not received prior to RFO due date. Offers can be mailed or delivered to:

U.S. Postal Service Deliveries

California Correctional Health Care Services
Information Technology Services Division
P.O. Box 588500, Building C, Suite 300
Elk Grove, CA 95758
Attn: BJ Singh

Hand Deliveries – Express Mail

California Correctional Health Care Services
Information Technology Services Division
8260 Longleaf Drive, Building C, Suite 300
Elk Grove, CA 95758
Attn: BJ Singh

E-mail

BJ.Singh@cdcr.ca.gov

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

2. Key Action Dates:

Time is of the essence both for the RFO submittal and contract completion. Please be advised of the key dates and times shown below. All dates after the offer submission deadline are approximate and may be adjusted as conditions requires without addendum to this RFO.

Event		Date and Time**
1	RFO available to prospective Offerors	Thursday, January 25, 2018
2	Last Day to Submit Questions (SUBMIT VIA E-MAIL ONLY)*	Thursday, February 1, 2018 by 2:00 PM PST
3	Final Date for Offer Submission	Tuesday, February 13, 2018 by 3:00 PM
4	Estimated Contract Start Date ¹	Monday, March 1, 2018 or upon approval (Whichever is later)

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

** All time is Pacific Standard Time

¹ Date subject to change.

3. RFO Response Requirements and Content:

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

- A. Each response must also include all items listed on **Attachment A, Required Attachment Check list**, attached hereto and made a part of this RFO. Offers not including required documentation will eliminate your Offer from further consideration and award.
- B. Offers must be submitted for the performance of all services described herein. Any deviation from the work specifications will eliminate your offer from further consideration and award.
- C. CCHCS will not accept alternate contract language from Offeror; all RFO offers with any such language will be considered a counter proposal and will be eliminated from further consideration and award.
- D. Costs incurred for the development of offers, in anticipation of contract award, are entirely the responsibility of Offeror and shall not be charged to CCHCS or the State of California.
- E. An individual, who is authorized to bind Offeror contractually, must sign all required documents. All documents requiring a signature must bear a signature of the authorized individual. Unsigned offers and/or required attachments will cause your offer to be eliminated from further consideration and award.
- F. Offer will be eliminated from further consideration if it is conditional, incomplete or if it contains any alterations of form or other irregularities of any kind. CCHCS may elect to eliminate any or all offers and may waive an immaterial deviation in an offer. Waiver by CCHCS of an immaterial deviation shall in no way modify the RFO document or excuse the Offeror from full compliance with all requirements if awarded the ensuing contract.
- G. This RFO and Offeror's documented response will be made part of the complete contract issued by CCHCS.
- H. CCHCS may amend or modify the RFO prior to the submission date indicated under the Key Action Dates, of this RFO. All modifications and/or amendments to the RFO will be made in writing and sent to all parties who received an offer package. Additionally, CCHCS may extend the submission date of the RFO.
- I. CCHCS reserves the right to eliminate all submitted offers for consideration. CCHCS is not required to make an award under this RFO.

4. Selection Process:

All offers will be reviewed for responsiveness to requirements of this RFO. If a response is missing required information, it may be deemed non-responsive. Further review is subject to discretion of CCHCS.

Award of a contract resulting from this RFO against a contractor’s CMAS will be based on “best value” criteria that includes cost as a factor. CCHCS is not constrained to accept the lowest offer and will compare all offers to determine the best value, which means the offer that best meets, and potentially exceeds, CCHCS requirements at the most reasonable overall cost.

A. Assessment and Methodology

Best Value shall be determined based on the following criteria:

Categories	Scoring
Administrative Requirements	Pass/Fail
Mandatory Qualifications	Pass/Fail
Desirable Qualifications	Scored
Cost	Scored
Interview (Required)	Scored

B. Best Value Criteria

1. Administrative Requirements:

Administrative Requirements:	
1	Completeness of response package;
2	Detailed resumes for proposed personnel that describe work experience, start and end-date for job(s) cited, and professional qualification(s)/experience(s) performing services relative to Exhibit A (Statement of Work); and
3	Three (3) customer references for the proposed personnel verifying engagements similar in scope to Exhibit A (Statement of work).

2. Mandatory Qualifications:

The proposed personnel or proposed team must have experience in **ALL** of the following:

Mandatory Qualifications	
1	3 years’ experience implementing, operating, or supervising CLIA-accredited clinical laboratories.
2	3 years’ experience implementing, operating, or upgrading electronic health records systems (EHRS) and laboratory information management systems (LIMS) software/hardware.
3	3 years’ experience with gap analysis and remediation planning in large, multi-site health care or government agencies.
4	3 years’ experience with multi-site health care operations.
5	3 years’ experience with health care data transaction standards and code sets.
6	5 years of experience planning and designing database structures, developing logic queries, and building interfaces in a clinical diagnostics environment
7	5 years of testing/validation scripts, and other tools related to genetic diagnostics.
8	Bachelor’s Degree from an accredited institution.

3. Desirable Qualifications:

Desirable Qualifications	
1	Familiarity with laboratory information system Care 360 / Quantum and Cerner's Powerchart electronic medical record system.
2	Experience with Cerner Electronic Health Record System, including data or system integration experience.
3	Experience with clinical lab vendors (such as Quest Diagnostics).
4	Experience with clinical lab data or system integration with electronic health records.
5	Experience with clinical diagnostic laboratory equipment and related systems.
6	Experience in correctional environments.
7	Experience with government health care agencies.
8	Experience with LIMS or electronic health record system administration within a facility providing clinical laboratory services, including maintenance of control files, databases, security tables, business rules and other system functions.
9	One or more Health Level 7 (HL7) certifications.
10	Certified Clinical Laboratory Scientist/Medical Laboratory Scientist (National Accrediting Agency for Clinical Laboratory Science (NAACLS), American Society of Clinical Pathology (ASCP), American Medical Technologists (AMT) or Medical Laboratory Technician (ASCP, AMT, American Association of Bio analysts (AAB).
11	Registered Health Information Administrator (RHIA) certification.
12	Project Management Professional (PMP) Certification.

Note: CCHCS reserves the sole right to eliminate any and all offers and to reissue this RFO. The awarded Contractor will be obligated to provide services at the cost offered in the Attachment C (Cost Worksheet), which under no circumstances may exceed their authorized CMAS hourly rate.

II. EXHIBIT A - STATEMENT OF WORK

A. Background

Currently, the CCHCS Headquarters Laboratory Services (Elk Grove, CA) provides oversight of clinical laboratory services to CCHCS patients in all 35 California correctional institutions. The institution's laboratory staff draw or collect, and process blood and other clinical specimen samples to be sent to statewide contracted external clinical laboratories. The current contracted clinical laboratory service provider performs all laboratory testing for CCHCS patients.

Under the Federal Receiver's turnaround plan, the solution vision redesign for laboratory services improvements were previously completed to better enable eventual integration of other healthcare systems improvements as they come on-line, including overhauls of information technology and health information management (HIM).

CCHCS is requesting one (1) Consultant or a team of Consultants under the Information Technology (IT) Consulting Services CMAS to conduct an evaluation, provide an assessment and perform remediation services of the organization's current clinical laboratory service program performances using the organization's existing and new data sources and technologies as described in the attached Statement of Work.

The proposed personnel will report to CCHCS's Chief of Medical Imaging Services or designee(s).

B. Qualifications

The Contractor's Proposed Personnel or team shall meet the Mandatory Qualifications to be considered for award. The qualified proposed personnel or team of experienced resources shall be evaluated on expertise and experience stated in the resume against the mandatory qualifications as listed below. Interviews shall be a part of the selection process. The offer must provide a description of the following demonstrated qualifications:

1. Mandatory Qualifications:

It is **mandatory** that the proposed personnel or team meet the job classification minimum requirements and staff experience as noted in the IT Consulting CMAS.

The proposed consultants must individually or as a team possess the following:

- A. 3 years experience implementing, operating, or supervising CLIA-accredited clinical laboratories.
- B. 3 years experience implementing, operating, or upgrading electronic health records systems and laboratory information management systems (LIMS) software/hardware.
- C. 3 years experience with gap analysis and remediation planning in large, multi-site health care or government agencies.
- D. 3 years experience with multi-site health care operations.
- E. 3 years experience with health care data transaction standards and code sets.
- F. 5 years of experience planning and designing database structures, developing logic queries, and building interfaces in a clinical diagnostics environment
- G. 5 years of testing/validation scripts, and other tools related to genetic diagnostics.
- H. Bachelor's Degree from an accredited institution.

2. Desirable Qualifications:

The proposed consultants may individually or as a team possess the following:

- A. Familiarity with laboratory information system Care 360 / Quantum and Cerner's Powerchart electronic medical record system.
- B. Experience with Cerner Electronic Health Record System, including data or system integration experience.

- C. Experience with current CCHCS clinical lab vendor Quest Diagnostics.
- D. Experience with clinical lab data or system integration with electronic health records.
- E. Experience with clinical diagnostic laboratory equipment and related systems.
- F. Experience in correctional environments.
- G. Experience with government health care agencies.
- H. Experience in correctional health care.
- I. Experience with LIMS or electronic health record system administration within a facility providing clinical laboratory services, including maintenance of control files, databases, security tables, business rules and other system functions.
- J. One or more Health Level 7 (HL7) certifications.
- K. Certified Clinical Laboratory Scientist/Medical Laboratory Scientist (National Accrediting Agency for Clinical Laboratory Science (NAACLS), American Society of Clinical Pathology (ASCP), American Medical Technologists (AMT) or Medical Laboratory Technician (ASCP, AMT, American Association of Bio analysts (AAB).
- L. Registered Health Information Administrator (RHIA) certification.
- M. Project Management Professional (PMP) certification.

Note: Offers that do not meet the mandatory qualifications stated in this section will be eliminated from further consideration and ineligible for award.

C. Scope of Services

The scope of services for this project will involve an intensive and comprehensive assessment and will consist of the following tasks:

With sights for long-term improvements that require the infrastructure to support and stabilize clinical laboratory services with the current deployment of the Electronic Health Records System (EHRS), the CCHCS is seeking a qualified approved Contractor to provide medical clinical consulting assessment and remediation services of its current clinical laboratory service program performances using the organization's existing and new data sources and technologies.

A. PERFORMANCE REQUIREMENTS

The Contractor team will execute the following performance requirements, working closely with CCHCS Medical Services leadership to assess current clinical laboratory service program performance, perform a gap analysis between current and expected performance, develop a plan to remediate high priority performance gaps, and initiate activities addressing high priority remediation plan recommendations.

B. ASSESSMENT AND GAP ANALYSIS

An assessment and gap analysis will evaluate performance in clinical, operational, technical, and data dimensions of the CCHCS clinical laboratory services program. This will include workflow considerations in each dimension. Specific assessment and gap analysis requirements across these dimensions are described below.

1. Clinical

- a. Efficient and timely workflow for specimen collection, tracking, analysis, and results reporting by in-house and/or contracted clinical labs.
- b. Accurate and reliable specimen identification, labelling, and tracking process.
- c. Accurate and reliable specimen collection method and device identification.
- d. Chain of custody and identity tracking for lab specimens from order entry to specimen acquisition through storage and transport to analysis and results integration into the Electronic Health Records System (EHRS), (i.e., a Laboratory Information Management System, LIMS).
- e. Diagnostic instrumentation quality control and quality assurance and maintenance procedures and documentation.

- f. Policy and documentation of timely notification of healthcare providers of STAT, out-of-range and/or abnormal results, requests for specimen resampling, and other special sample or result needs.
 - g. Specimen storage and disposal process, conditions, and quality.
 - h. Reference range assignment and alignment with clinical standards and practices.
 - i. Result release practices aligned with clinical need and applicable regulations.
2. Operational
- a. Alignment of lab operations with industry best practices and adherence to federal, state, and local requirements (i.e., Clinical Laboratory Improvement Amendments (CLIA)).
 - b. Governance and management of lab operations including policies and procedures and related changes/implementation.
 - c. Adequate staffing of qualified personnel for scope of practice in lab workflows.
 - d. Adequate staff training, continuing education, and performance review.
 - e. Training practices and tracking of trainee participation and adherence.
 - f. Clinical lab standard operating procedures (SOPs), policies, Quality Assurance/Quality Control (QA/QC) documentation, safety training and Safety Data Sheets (SDS).
 - g. Participation in, documentation of, and compliance with external audits and proficiency testing.
 - h. Service level agreements with contracted labs for turnaround times, cost, results delivery, notifications, workflow and data integration, and other elements required for effective lab services.
 - i. Key performance indicators, including relevance, quality, and use.
 - j. Standardization of workflow across facilities.
 - k. Hours of operation alignment with clinical need.
 - l. Privacy and Security compliance.
 - m. Safety and emergency procedures.
3. Technical
- a. Data integration between EHRS and clinical lab (in-house and out-sourced) LIMS, applications, and other diagnostic equipment for specimen tracking, notifications, analysis, results reporting, and reconciliation.
 - b. Access to clinical lab LIMS, raw data, and results by lab personnel, health care providers, and other designated personnel.
 - c. End-user system access, authentication, provisioning, and system audit logs.
 - d. End user training materials and documentation of training.
 - e. Maintenance of information systems (e.g., routine system updates, upgrades, backups).
 - f. System archiving capabilities.
 - g. Disaster recovery and high availability plans.
 - h. Privacy and security compliance.
 - i. System administrative tools, access, and control.
 - j. Software implementation and usage standardization across facilities.
4. Data
- a. Lab order, scheduling, collection, transport, analysis, and results reporting.

- b. Performance tracking and auditing capabilities.
- c. Data ownership, transformation, and integrity between interfacing systems.
- d. Timeliness and sufficiency of notifications, routine and exception reporting, data reconciliation alerts, resampling needs, and other priorities required to meet clinical demand.
- e. Integration with other data sets or business intelligence platforms.

C. REMEDIATION PLANNING

A remediation planning effort will outline the tasks, timeframes, and resources required to close or mitigate the gaps found in the Assessment and Gap Analysis. Prepare a Remediation Plan that employs at least the following elements:

1. Prepare recommendations to address identified gaps across the four lab dimensions assessed with attention to at least the following workflow improvement objectives:
 - a. Order entry and specimen identification process improvements.
 - b. Order and specimen tracking process improvements.
 - c. Improving turnaround time.
 - d. Improving reliability and timeliness of provider notification.
 - e. Improving compliance.
 - f. Recommendations for standard reports and audit processes.
 - g. Data flow and reliability improvements.
 - h. Improving standardization of across facilities.
 - i. Address current improvement issues preceding, or related to, EHRS integration.
2. Meet with leadership to validate and adjust gaps and recommendations across the four lab dimensions assessed.
3. Prepare a remediation plan to address identified gaps across the four lab dimensions assessed, including a schedule with tasks and timeframes. The plan must also include forecasted resources required for remediation, as well as an on-site visit logistics plan and schedule.
4. Meet with leadership to validate and adjust the remediation plan across the four lab dimensions assessed.
5. Interview providers and clinical lab and information technology personnel to assess viability of improvements across the four lab dimensions assessed. Coordinate post-analysis meetings for follow-up discovery items and documentation as needed.
6. Finalize the remediation plan in alignment with clinical lab best practices.

D. REMEDIATION ACTIVITIES

With the resources remaining in the engagement, the remediation activities will involve engaging CCHCS resources to address high priority recommendations from the remediation plan.

1. Implementation of on-site clinical, technical, operational, and data improvements.
2. Ongoing re-assessment conducted via in-person and phone interviews with leadership and staff, staff workflow observation, analysis of performance indicators, and documentation / policy reviews.
3. Remediation plan design including Subject Matter Experts (SME) work sessions, contractor work sessions, and white-boarding around problem statements, use cases, and identified critical gaps.
4. Remediation plan rollout including staff orientations, training, adoption monitoring/oversight, quality assurance, and development/measurement of key performance indicators.

5. Consideration of industry best practices and benchmarks established by governing/guiding organizations (e.g., CLIA, Healthcare Information and Management Systems Society (HIMSS), Occupational Safety and Health Administration (OSHA).
6. Documentation, training and performance monitoring practices that support sustainability of improvement.
7. Knowledge Transfer: Contractor's obligations under the terms of this Contract include a "knowledge transfer" to CCHCS. "Knowledge transfer" is defined as personal and/or technical knowledge or information which will enable, or enhance the ability of, CCHCS staff to maintain and operate contracted-for programs. "Knowledge transfer" shall also include "on the job" training and education to CCHCS staff, including all relevant documentation, to enable CCHCS to adequately maintain and operate the Healthcare Applications.

D. Contractor Roles and Responsibilities

1. The Contractor will identify a Coordinator responsible for the overall contract.
2. The Contractor shall comply with all applicable CCHCS policies, procedures and guidelines.
3. Contractor's Proposed Personnel shall complete assigned tasks in agreed upon timeframe(s) and as approved by the Chief of Medical Imaging Services. These tasks should include: a monthly status report to the Chief of Medical Imaging Services, describing current project status, tasks completed in the previous month, work plan(s) for upcoming month, and any issues and/or risks identified during the reporting period
4. Prior to termination of the Contract, the Contractor shall return all CCHCS property, including security badges, computer laptop, work products, etc.
5. Contractor's Proposed Personnel shall work at the Elk Grove Headquarters, at another designated location within the greater Sacramento area, or at a location near the CCHCS' Project Manager.
6. Work with CCHCS' Chief of Medical Imaging Services and/or designee(s) to ensure that any issue(s) are addressed
7. Participate in information gathering meetings, fact-finding meetings, working sessions, status reporting (both written and verbal), presentations, and general communication(s) to ensure success of Proposed Personnel activity performance
8. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C, (CCHCS Special Provisions)
 - By accepting Contract, Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit C, CCHCS Special Provisions
9. Prior to the start of work:
 - Submit to and pass a live scan
 - Be tested for Tuberculosis and certified to be free of tuberculosis on the TB Infectious Free Staff Certification in order to gain entrance to the Institutions
10. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form in order to gain entrance to the institutions
11. Agree to abide by the Primary Laws, Rules, & Regulations Regarding association with Inmates

E. Knowledge Transfer

Contractor's obligations under the terms of this Contract include a "knowledge transfer" to CCHCS. "Knowledge transfer" is defined as personal and/or technical knowledge or information which will enable, or enhance the ability of, CCHCS staff to maintain and operate contracted-for programs.

"Knowledge transfer" shall also include "on the job" training and education to CCHCS staff, including all relevant documentation, to enable CCHCS to adequately maintain and operate the Healthcare Applications. The Contractor shall also provide a written manual/guide of all materials associated with this project, and agrees that CCHCS may reproduce such documentation for its own use to sustain project continuity. Any additional training or instruction necessary to realize the "knowledge transfer" shall be provided at no additional cost to CCHCS.

F. Evaluation of Contractor

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

G. Problem Escalation

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

- First level, the CCHCS Project Manager
- Second level, Information Technology Services Division, Chief Information Officer

H. Assumption and Constraints

1. Contractor personnel shall perform their duties on the CCHCS premises, during regular state workdays and normal work hours, except as specifically agreed to otherwise by the CCHCS Project Manager.
2. Work hours for the ensuing Contract must be consistent with CCHCS' normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
3. Contractor will be scheduled by the Project Manager and assigned to work a maximum of forty (40) hours per week.
4. Contractor employee may be required to work over the maximum forty (40) hours stated herein to successfully provide the services described in the Statement of Work. Any hours worked over the maximum must be specifically agreed to by the parties herein and authorized by the Project Manager. There will be no increase in hourly rates for such extended hours or days.
5. Contractor may be required to visit all of the 35 institutions, as listed below: Pelican Bay State Prison (PBSP), California Correctional Center (CCC), High Desert State Prison (HDSP), Folsom State Prison (FSP), California State Prison – Sacramento (SAC), California Men's Facility (CMF), California State Prison – Solano (SOL), Mule Creek State Prison (MCSP), San Quentin State Prison (SQ), Deuel Vocational Institution (DVI) Sierra Conservation Center (SCC), Kern Valley State Prison (KVSP), Central California Women's Facility (CCWF), Valley State Prison for Women (VSPW), Correctional Training Facility (CTF), Salinas Valley State Prison (SVSP), Pleasant Valley State Prison (PVSP), California State Prison – Corcoran (COR), Avenal State Prison (ASP), North Kern State Prison (NKSP), Wasco State Prison (WSP), California Men's Colony (CMC) California Substance Abuse Treatment Facility (SATF), California Correctional Institution (CCI), California State Prison – Los Angeles County (LAC), California Institution for Men (CIM), California Institution for Women (CIW), California Rehabilitation Center (CRC), Chuckawalla Valley State Prison (CVSP), Ironwood State Prison (ISP), Calipatria State Prison (CAL), Centinela State Prison (CEN) and R.J. Donovan Correctional Facility (RJD), California Health Care Facility (CHCF), California City Correctional Facility (CAC), when necessary.
6. Contractor shall ensure availability of personnel to perform the requirements of the ensuing Contract at all times during the period described above.
7. Any modifications to the Statement of Work will be mutually agreed upon by the Contractor and CCHCS and shall require a formal amendment processed by the Information Technology Services Division.
8. The CCHCS reserves the right to disapprove the continuing assignment of Contractor personnel provided to the organization under this contract. If the organization exercises this right, the

Contractor must terminate the personnel from the contract within three (3) working days of notice by the CCHCS.

9. Contractor must submit, in advance, a resume of all consultant substitutions. All Contractor consultant substitutions must meet all criteria and be evaluated as specified in RFO# SD17-00097 and approved by CCHCS' Information Technology Services Division prior to substituted consultant commencing work through an amendment to the contract.
10. The work location will be at CCHCS' Headquarters located in Elk Grove, California, or at another designated location within the greater Sacramento area.
11. CCHCS, in its sole discretion, reserves the right to require Contractor to substitute consultant, reduce, or cancel a consultant's performance of services at any time.
CCHCS shall be allowed to interview such proposed substitutions and verify the proposed staff's references and qualifications. CCHCS reserves the right to reject the Contractor's proposed substitution; in the event of rejection, the Contractor may submit additional resumes for consideration.
12. CCHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Contract. Both parties are responsible for communicating any potential problem(s) or issue(s) to CCHCS' Deputy Director of Information Technology, or designee, and the Contractor, respectively, within one (1) business day of becoming aware of said problem(s).
13. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of the ensuing Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
14. All personnel classifications and names will be identified within the contract; consequently, any personnel changes during the contract term will be updated by a contract amendment. No substitutions for any contractor provided staff identified in the response to this RFO will be allowed without the formal approval of the CCHCS Project Manager.

I. Work Authorization

Work Authorizations, Attachment H, executed under the ensuing Contract must be signed by:

- Contractor Representative
- Project Manager described in *Section M*

J. Unanticipated Tasks

1. In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
2. For each item of unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared.
3. It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.
4. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor Personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.
5. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and the State.
6. The State has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the "Stop Work" provision of the General Provisions.

7. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
 - b. Terminate the Work Authorization, or
 - c. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.

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

K. CCHCS Roles and Responsibilities

1. The CCHCS will designate a person to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the Statement of Work and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. The CCHCS will provide cubicle accommodations for the duration of the ensuing Contract, including: desk, chair, telephone, personal computer, printer access, Internet connection, Microsoft Office, Microsoft Visio and Microsoft Project. All policies and procedures regarding the use of state facilities will be applicable.
3. The CCHCS will provide information as required by the Contractor to perform its responsibilities.
4. The CCHCS will provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this Statement of Work.

L. Period of Performance

It is estimated that the ensuing Contract will begin March 1, 2018 or upon approval (Whichever is later) through February 28, 2019. CCHCS reserves the right to amend the ensuing Contract, only in writing by formal Contract Amendment, unless specifically prohibited by the CMAS contract.

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

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

M. CCHCS Project Manager

<To be completed upon Contract Award>

Utilization Management
California Correctional Health Care Services

III. EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered and upon receipt and approval of invoices, CCHCS agrees to reimburse Contractor for said services, no more than monthly in arrears and in accordance with Attachment C (Cost Worksheet). Unless otherwise specified, Contractor services shall be invoiced and reimbursed on an hourly rate basis subject to completion of prior approved tasks by CCHCS' Project Manager, or designee.
 - Contractor's hourly reimbursement for work performed shall not include time spent for travel-related activities. All invoices shall be submitted with supporting documentation that properly details all charges (e.g., approved CCHCS time sheets in SharePoint, etc.) on Contractor's letterhead and include the CCHCS Purchase Order and Contract numbers, Personnel's name, and invoice total (with original signature in blue ink). The invoice must specify work completed by Proposed Personnel, number of hours performed, and any outstanding issues and/or concerns that need to be addressed.
 - Payment is subject to acceptance by the CCHCS' Project Manager.
2. Contractor shall address and submit all invoices to:

California Correctional Health Care Services
Information Technology Services Division, Building C, Suite 300
P.O. Box 588500
Elk Grove, California, 95757

Attn: Invoicing

B. TRAVEL AND MISCELLANEOUS EXPENSES

Any reimbursable travel and/or related expenses must be approved in advance by CCHCS' Project Manager or designee, submitted on a State of California Travel Expense Claim, Std. 262, and itemized in Contractor's invoice. Travel reimbursement may not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations (CCR), Title 2, Division 1, Chapter 3, and/or the California Department of Personnel Administration (DPA), Sections 599.619 through 599.631.

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

For purposes of this RFO the anticipated budget allotment is included on the Rate Sheet.

C. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the project, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of the Agreement.

If funding for purposes of this project is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

D. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

E. SUBCONTRACTOR

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

IV. EXHIBIT C - 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 Project Manager, or designee, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

2. Employment of Ex-Offenders

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

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

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

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

3. Licenses and Permits

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

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

Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

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 CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or

- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

B. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

C. Former State Employees

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

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR.

In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR.

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

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

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

other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

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

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

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 bloodborne pathogens.

10. Tuberculosis (TB) Testing

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

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

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

Individuals who are not CDCR employees, but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

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

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3283, 3285, 3289, 3292 and 3415

- B.** CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, non-employees 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 a search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property or vehicle may be cause for denial of access to the premises or restrictions to visiting or facility access.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.

- D.** Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.

SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289

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

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173, 3283 and 3289

- F.** Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292

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

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

3425

- H. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.

SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383

- I. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)

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

SOURCE: CCR, Title 15, Section 3261.5

12. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

13. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the CDCR is prohibited.

14. Security Regulations

- A. Unless otherwise directed by the entrance gate officer and/or Project Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- B. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- C. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- D. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- E. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- F. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- G. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- H. No picketing is allowed on State property.

15. Prison Rape Elimination Policy

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

16. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractors(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include a California Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity. All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

17. Business Associate Agreement

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

18. Electronic Waste Recycling

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

V. **EXHIBIT D - BUSINESS ASSOCIATE AGREEMENT (HIPAA)**

Definitions

Catch-All Definition:

The following terms and others used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and 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, CCHCS.
- C. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- A. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- C. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal and State laws (i.e., Health and Safety Code Section 1280.5, California Civil Code Section 56 et seq., California Civil Code Section 1798 et seq., and 45 CFR – Subchapter C et al.). Information Security incidents (e.g., breaches) shall be reported to the CCHCS Information Security Office within 24 hours of detection.

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 or individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or at the request of an individual, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- G. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- H. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- I. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

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

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

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

Term and Termination

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

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

C. Obligations of Business Associate Upon Termination.

Business Associate

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

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set 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.

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

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

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous

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

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

VI. EXHIBIT E – INSURANCE REQUIREMENTS

- A. When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.
- B. The certificate of insurance will include provisions below in their entirety:
 - i. Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
 - ii. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance. That the State will not be responsible for any premiums or assessment on the policy.
- C. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least five (5) businesses, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- E. **Automobile Liability Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than \$1,000,000.00 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- F. **Worker’s Compensation Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer’s liability presently in effect with limits not less than \$1,000,000.00 by an insurance carrier licensed to write Workers’ Compensation Insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers compensation, a certificate must be presented evidencing Contractor is a qualified self insurer in the State of California.
- G. **Special Requirement: Professional Liability** – Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$[1,000,000.00] shall be provided.

VII. Exhibit F - INFORMATION SECURITY AGREEMENT (ISA)

1. Introduction and Purpose

- A. This Information Security Agreement (ISA) outlines the Service Provider requirements for the collection, maintenance, and dissemination of any information that identifies or describes an individual in conjunction with the performance of services provided to CCHCS under any contract, purchase document, Memorandum of Understanding, or any other transaction involving information receipt or information exchange between CCHCS and the Service Provider.
- B. This ISA does not substitute for any other addendum, attachment, exhibit or obligation with respect to protected health information and the applicability of and requirement to comply with the Health Information Portability and Accountability Act of 1996 (HIPAA) P.L. No. 104-191, 110 Stat. 1938 (1996), including the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Definitions

- A. The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual under the provisions of the California Information Practices Act (Civil Code Section 1798 et Seq.).
- B. The term “public information” means information maintained by state agencies that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable state or federal laws.
- C. The term “confidential information” means information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or has restrictions on disclosure in accordance with other applicable state or federal laws.
- D. The term “sensitive information” means any public information or confidential information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion as identified in Information Security Program Management Standard 5305-A of the California Statewide Information Management Manual (SIMM).
- E. The term “service provider” means any vendor, contractor, subcontractor, or third party, including employees, independent contractors or consultants providing any service to CCHCS under this ISA.

3. Acknowledgments

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

4. Standard of Care

- A. Service Provider acknowledges and agrees that, in the course of its engagement by CCHCS, Service Provider may receive or have access to sensitive and/or private information.
- B. Service Provider shall comply with the terms and conditions set forth in this ISA regarding creation, collection, receipt, management, sharing, exchanging, transmission, storage, disposal, use and disclosure of sensitive and confidential information.
- C. Service Provider shall be responsible for, and remain liable to, CCHCS for the actions of unauthorized employees, contractors and subcontractors concerning the treatment of CCHCS related sensitive and confidential information, as if they were Service Provider's own actions.
- D. In recognition of the foregoing, Service Provider acknowledges and agrees it shall:
 - 1. Treat sensitive and confidential information with such degree of care required by federal and state requirements including but not limited to the United States National Institute for Standards and Technology and the State Administrative Manual Chapter 5300.
 - 2. Collect, use and disclose sensitive and confidential information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to the terms and conditions of this ISA;
 - 3. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available sensitive or confidential information for the benefit of anyone other than CCHCS without CCHCS's prior written consent.

5. Responsibilities of the Service Provider

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

2. Install a network-based firewall and/or personal firewalls;
 3. Continuously update anti-virus software on all systems;
 4. Institute a patch-management process including installation of all operating system/software vendor security patches; and
 5. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including but not limited to CDs and thumb drives) and on computing devices (including but not limited to laptop computers, cell phones, and tablets) with a solution that uses proven industry standard encryption algorithms.
- C. The Service Provider shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) and strong passwords are used to secure the data.
- D. Mitigation of Harmful Effects. To the extent practicable, Service Provider will mitigate harmful effects known to the Service Provider of a use or disclosure of sensitive and/or confidential information by the Service Provider or its sub-Service Providers.
- E. Agents and Contractors or Subcontractors of the Service Provider. To ensure any agent, including a contractor or subcontractor to the Service Provider that provides CCHCS information or created or received by the agent, contractor or subcontractor for the purposes of this contract, Service Provider shall ensure that such agents, contractors or subcontractors comply with the same restrictions and conditions in this ISA that apply to the Service Provider with respect to such information.
- F. Notification of Electronic Breach or Improper Disclosure. During the term of this ISA, Service Provider shall notify CCHCS within 24 hours upon discovery of any probable breach of sensitive or confidential information where (1) the information is reasonably believed to have been acquired by an unauthorized person and/or (2) reasonably believed to have an effect of more than 499 people/identities. Immediate notification shall be made to the CCHCS Chief Information Security Officer, Information Security Officer and/or their designee(s). Service Provider shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations while at the same time preserving evidence for investigation. Service Provider shall investigate such breach and provide a written report of the investigation to the CCHCS Information Security Officer, postmarked or emailed within eight (8) business days of the discovery of the breach.
- G. Employee Training and Discipline. To train and use reasonable measures to ensure compliance with the requirements of this ISA by employees who assist in the performance of functions or activities under this ISA and use or disclose CCHCS information; and have in place a disciplinary process for such employees who intentionally violate any provisions of this ISA, up to and including termination of employment as required by law or policy.
- H. Audits, Inspection and Enforcement. From time to time, CCHCS may inspect the facilities, systems, books and records of Service Provider to monitor compliance with this ISA. Service Provider shall promptly remedy any violation of any provision of this ISA and shall certify the same to the CCHCS Information Security Officer in writing. The fact that CCHCS inspects, or fails to inspect, or has the right to inspect, Service Provider's facilities, systems and procedures does not relieve Service Provider of its responsibilities to comply with this ISA. CCHCS's failure to detect or detection, but failure to notify Service Provider or require Service Provider's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of CCHCS's enforcement rights under this ISA.

6. Termination

- A. Termination for Cause. Upon CCHCS's knowledge of a material breach of this ISA by Service Provider, CCHCS shall either:
1. Provide an opportunity for Service Provider to cure the breach or end the violation and terminate this ISA if Service Provider does not cure the breach or end the violation within the time specified by CCHCS.
 2. Immediately terminate this ISA if Service Provider has breached a material term of this ISA and cure is not possible; or
 3. If neither cure nor termination is feasible, the CCHCS Information Security Officer shall report the violation to the CCHCS Chief Privacy Officer and Director of the CCHCS Legal Office.
- B. Judicial or Administrative Proceedings. CCHCS may terminate this ISA, effective immediately, if (i) Service Provider is found liable in a civil matter; or (ii) found guilty in a criminal matter proceeding for a violation of federal or state law, rules and/or regulations, in particular within the nature of information confidentiality and protection.
- C. Effect of Termination. Upon termination or expiration of this ISA for any reason, Service Provider shall return or destroy all CCHCS information received from CCHCS that Service Provider still maintains in any form, and shall retain no copies of such information; or, if return or destruction is not feasible, it shall continue to extend the protections of this ISA to such information, and limit further use of such information to those purposes that make the return or destruction of such information infeasible. This provision shall apply to information that is in the possession of contractors to the Service Provider and/or agents of the Service Provider.

VIII. REQUIRED ATTACHMENTS

See Attachment A

ATTACHMENT A

REQUIRED ATTACHMENT CHECKLIST

A complete Offer will consist of the items identified below.

Complete this checklist to confirm the items in your offer. Place a check mark or "X" next to each item that you are submitting to the State. For your offer to be responsive, all required attachments must be returned. This checklist should be returned with your offer package also.

The following documents are required upon submission of offer:

- _____ Required Attachment Check List (Attachment A)
- _____ Offer/Offeror Certification Sheet (Attachment B)
- _____ Small Business/Disabled Veteran Enterprise Certification(s) (if applicable)
- _____ Cost Work Sheet (Attachment C)
- _____ Offeror's References (Attachment D)
- _____ Bidder Declaration Form, GSPD-05-105 (Attachment E)
- _____ Payee Data Record (STD-204) (Attachment F)
- _____ Detailed Resume for proposed personnel
- _____ Copy of pertinent Certification(s) and/or Degree(s)
- _____ Proposed Personnel Qualification Forms (Attachment G)
- _____ Copy of Offeror's CMAS contract – a copy of Offeror's full CMAS contract that includes the Department of General Services (DGS) CMAS number, term, user instructions and DGS signature approval.
- _____ One (1) hard copy with original "wet" signature, three (3) additional copies, and one (1) electronic copy on a CD

The following documents are required upon award of the contract:

- _____ Primary Laws, Rules, and Regulations Regarding association with Inmates (Attachment I)
- _____ Contractor Confidentiality and Conflict of Interest Statement (Attachment J)
- _____ Non-Disclosure Agreement (Attachment K)
- _____ Security Awareness Understanding & Accountability Form (Attachment L)
- _____ Statement of Economic Interests, Form 700 (Attachment M)
- _____ Insurance Certifications (Automobile, General Liability, and Worker's Compensation)
- _____ Contractor Certification Clauses (Attachment N)

ATTACHMENT B

OFFER/OFFEROR CERTIFICATION SHEET

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

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

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

Please Print or Type

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

Note: Electronic RFO responses will be accepted to begin the assessment process but an original "wet" signature copy must be received by CCHCS within one business day of the RFO submittal date. Failure to provide an originally signed complete response will eliminate your firm from further consideration and contract award. Under no circumstances will a machine generated electronic signature be acceptable.

ATTACHMENT C

COST WORKSHEET

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

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

Any Contract awarded as a result of this RFO will be invoiced and reimbursed on an hourly basis subject to the provisions in Exhibit B, Budget Details and Payment Provisions, and approval by the CCHCS Project Manager, or designee, of tasks performed by the Proposed Personnel.

Fiscal Year (FY) 2017/18 Term: March 1, 2018 or upon approval (whichever is later) – June 30, 2018						
Line	Consultant(s) Name	CMAS Classification/Labor Category	CMAS Price List	Offeror's Hourly Rate*	Estimated Hours	Total Cost**
1	_____	_____	\$_____	\$_____	<Hours>	\$_____
2	_____	_____	\$_____	\$_____	<Hours>	\$_____
3	_____	_____	\$_____	\$_____	<Hours>	\$_____
Total						\$_____

Fiscal Year (FY) 2018/19 Term: July 1, 2018 – February 28, 2019						
Line	Consultant(s) Name	CMAS Classification/Labor Category	CMAS Price List	Offeror's Hourly Rate*	Estimated Number of Hours	Total Cost**
1	_____	_____	\$_____	\$_____	<Hours>	\$_____
2	_____	_____	\$_____	\$_____	<Hours>	\$_____
3	_____	_____	\$_____	\$_____	<Hours>	\$_____
Total						\$_____

Unanticipated Tasks (10% of contract total)					
Consultant(s) Name	CMAS Classification/Labor Category	CMAS Price List	Offeror's Hourly Rate*	Estimated Number of Hours	Total Cost
_____	_____	\$_____	\$_____	_____	\$_____
Total					\$_____
GRAND TOTAL					\$_____

Optional 1 Year					
Consultant(s) Name	CMAS Classification/Labor Category	CMAS Price List	Offeror's Hourly Rate*	Estimated Number of Hours	Total Cost
_____	_____	\$_____	\$_____	_____	\$_____
Total					\$_____

Travel

All travel will be reimbursed in accordance with Exhibit B, Item B - Travel and Miscellaneous Expenses	
CCHCS Determined Travel Amount	\$5,000.00
GRAND TOTAL + Travel \$_____	

* CMAS Rate or lower

** Total Cost = Hourly Rate x Estimated Hours

ATTACHMENT D

OFFEROR'S REFERENCES

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

List below three (3) references for services performed within the **last five (5) years**, which are similar to the Statement of Work to be performed in this contract. Contact Person must be a manager who can verify the work performed.

Please Print or Type

NAME OF PROPOSED PERSONNEL _____

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

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

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

ATTACHMENT E

BIDDER DECLARATION

GSPD-05-105 (REV 08/09)

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

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

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

ATTACHMENT F

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003)

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

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

And

Supplement Vendor Payee Data Record Form rev 11/11/10

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 11/11/10



SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

Form to be completed by Vendor.	
LEGAL NAME OF BUSINESS	
DBA	
FEIN OR SSN NUMBER	
BUSINESS PHYSICAL ADDRESS	
STREET	
CITY	
STATE	ZIP
REMIT TO INFORMATION (WHERE YOU WANT YOUR PAYMENTS SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)	
COMPANY NAME	
STREET(P.O. Box)	
CITY	
STATE	ZIP
CONTACT INFORMATION	
SALES CONTACT PERSON	ACCOUNTING CONTACT PERSON
TITLE	TITLE
PHONE	PHONE
FAX	FAX
SALES E-MAIL ADDRESS	
WEB-SITE ADDRESS:	
PURCHASING INFORMATION	
<input type="checkbox"/> SERVICE	TYPE OF SERVICE PROVIDED:
<input type="checkbox"/> COMMODITY	TYPE OF PRODUCT PROVIDED:

ATTACHMENT G

PROPOSED PERSONNEL QUALIFICATIONS FORMS

MANDATORY QUALIFICATIONS:

Company Name: _____ **Proposed Project Position(s):** _____

1. The form below is to summarize the Contractor employee experience as it relates to the Mandatory Qualifications.
2. Complete this form for each Proposed Personnel.
3. Failure to complete this Form will eliminate your offer from further consideration.

EXPERIENCE:

The proposed personnel must have experience in **ALL** of the following:

Note: This form is only used to help identify years of experience listed in the resume and will not be used for evaluation purposes.

Qualifications	Years	Company	Position * Describe how the position listed ties back to the scope of services	Page # or Location in Resume
Must meet the minimum requirement in the offered CMAS contract for the selected classification which will be verified during the RFO process.				
3 years experience implementing, operating, or supervising CLIA-accredited clinical laboratories.				
3 years experience implementing, operating, or upgrading electronic health records systems and laboratory information management systems (LIMS) software/hardware.				
3 years experience with gap analysis and remediation planning in large, multi-site health care or government agencies.				
3 years experience with multi-site health care operations.				
3 years experience with health care data transaction standards and code sets.				
5 years of experience planning and designing database structures, developing logic queries, and building interfaces in a clinical diagnostics environment				
5 years of testing/validation scripts, and other tools related to genetic diagnostics.				

*Add additional sheets if needed

DESIRABLE QUALIFICATIONS:

Company Name: _____ **Proposed Project Position(s):** _____

1. The form below is to summarize the Contractor employee experience as it relates to the Desirable Qualifications.
2. Complete this Attachment for each Proposed Personnel.
3. Failure to complete this Attachment will eliminate your offer from further consideration.

EXPERIENCE:

The proposed personnel should have experience in the following:

Note: This form is only used to help identify years of experience listed in the resume and will not be used for evaluation purposes.

Qualifications	Years	Company	Position * Describe how the position listed ties back to the scope of services	Page # or Location in Resume
Familiarity with laboratory information system Care 360 / Quantum and Cerner's Powerchart electronic medical record system.				
Experience with Cerner Electronic Health Record System, including data or system integration experience.				
Experience with clinical lab vendor (such as Quest Diagnostics).				
Experience with clinical lab data or system integration with electronic health records.				
Experience with clinical diagnostic laboratory equipment and related systems.				
Experience in correctional environments.				
Experience with government health care agencies.				
Experience with LIMS or electronic health record system administration within a facility providing clinical laboratory services, including maintenance of control files, databases, security tables, business rules and other system functions.				
One or more Health Level 7 (HL7) certifications.				

Certified Clinical Laboratory Scientist/Medical Laboratory Scientist (National Accrediting Agency for Clinical Laboratory Science (NAACLS), American Society of Clinical Pathology (ASCP), American Medical Technologists (AMT) or Medical Laboratory Technician (ASCP, AMT, American Association of Bio analysts (AAB).				
Registered Health Information Administrator (RHIA) certification.				
Project Management Professional (PMP) certification.				

*Add additional sheets if needed

ATTACHMENT H

WORK AUTHORIZATION

SAMPLE

Work Authorization Number:	
TITLE:	IT Consultant (<CMAS Classification>)

Task Summary:

CCHCS is requesting an IT Consultant or a team of Consultants under the Information Technology (IT) Consulting Services CMAS to conduct an evaluation, provide medical clinical consulting assessment and remediation services of its current clinical laboratory service program performances using the organization's existing and new data sources and technologies, as described in the attached Statement of Work.

Schedule Dates:

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

Estimated Labor-Hours	Labor-Hours Rate	Estimated Total Cost
(100)	(\$90.00)	(\$9,000.00)

Contractor Personnel to be Assigned	Job Classification/Skill Level
Jane Doe	IT Consultant

Completion Criteria:

Acceptance of work by the State

This task will be performed in accordance with this Work Authorization and the provisions of Contract No. _____

Approval

CCHCS' Project Management Program
Manager
Name / Title

Contractor's Engagement Manager
Name / Title

Date: _____

Date: _____

ATTACHMENT I

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

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

CDCR 181 (Rev 10/14)

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates, Title 15, Section 3285. The following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

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

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3283, 3285, 3289, 3292 and 3415

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

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

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

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.

4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.

SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289

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

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173, 3283 and 3289

6. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292

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

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

8. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.

SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383

9. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)

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

SOURCE: CCR, Title 15, Section 3261.5

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

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

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

ATTACHMENT J

CONTRACTOR CONFIDENTIALITY AND CONFLICT OF INTEREST STATEMENT

I understand that as a Consultant under contract with CCHCS I must comply with the State's conflict of interest laws and I must file a "Statement of Economic Interests" Form 700 with the Fair Political Practices Commission. I certify that I have read and understand the conflict of interest provisions identified in the online presentation "Ethics Orientation for State Officials" (sponsored by the State of California Department of Justice, Office of the Attorney General and the Fair Political Practices Commission) located at <https://oag.ca.gov/ethics/course>

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

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

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

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

ATTACHMENT K

NON-DISCLOSURE AGREEMENT

I certify that I will hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of the California Correctional Health Care Services (CCHCS) related to this Project. Based on my involvement with the CCHCS, where applicable, I certify that I have no personal or financial interest and no present employment or activity, which would be incompatible with my participation in the discussions, review and or participation in the procurement process for the related initiative(s)/procurement(s)/trainings thereof.

At all times during and after the process by which the CCHCS and/or the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create the project, CCHCS' and/or CDCR's employees, CCHCS' prospective bidders, and/or CCHCS and/or CDCR's Contractors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties will protect CCHCS' and/or CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CCHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

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

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

ATTACHMENT L

SECURITY AWARENESS, UNDERSTANDING & ACCOUNTABILITY FORM



CALIFORNIA CORRECTIONAL
HEALTH CARE SERVICES

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

CCHCS Tracking #

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

NAME: <div style="background-color: #e0e0e0; height: 20px;"></div>	BUSINESS UNIT: <div style="background-color: #e0e0e0; height: 20px;"></div>
TELEPHONE NUMBER: <div style="background-color: #e0e0e0; height: 20px;"></div>	E-MAIL ADDRESS: <div style="background-color: #e0e0e0; height: 20px;"></div>
STATE EMPLOYEE/CONTRACTOR: <div style="background-color: #e0e0e0; height: 20px;"></div>	HAS COMPLETED INFORMATION SECURITY TRAINING & AWARENESS: <div style="background-color: #e0e0e0; height: 20px;"></div>

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

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

NAME: <div style="background-color: #e0e0e0; height: 20px;"></div>	SIGNATURE: <div style="background-color: #e0e0e0; height: 20px;"></div>	DATE SIGNED: <div style="background-color: #e0e0e0; height: 20px;"></div>
MANAGER: <div style="background-color: #e0e0e0; height: 20px;"></div>	MANAGER'S SIGNATURE: <div style="background-color: #e0e0e0; height: 20px;"></div>	DATE SIGNED: <div style="background-color: #e0e0e0; height: 20px;"></div>

ATTACHMENT M

STATEMENT OF ECONOMIC INTERESTS (FORM 700)

Upon award, Offerors must include a completed and signed Statement of Economic Interests (Form 700) for each proposed personnel. As part of the form, each signer certifies that they have read and understand the conflict of interest provisions identified in the online presentation “Ethics Orientation for State Officials” (sponsored by the State of California Department of Justice, Office of the Attorney General and the Fair Political Practices Commission) located at <https://oag.ca.gov/ethics/course>.

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

http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2017-18/Form_700_2017_2018.pdf

ATTACHMENT N
CONTRACTOR CERTIFICATION CLAUSES - CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to

undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to 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 (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.