



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



REQUEST FOR OFFER Project Manager – Joint Commission

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) (hereinafter referred to as CCHCS or State) invites you to review and respond to this Request for Offer (RFO) **SD18-00079** for Information Technology (IT) Consulting Services. To submit an Offer, you must comply with the instructions contained in this document as well as the requirements described in the associated Statement of Work (SOW). By submitting an Offer, the Offeror agrees to the terms and conditions stated in this RFO and your IT California Multiple Award Schedule (CMAS) Agreement.

California Correctional Health Care Services RFO- SD18-00079

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS), is requesting one (1) person to serve as an Project Manager (PM) to oversee Folsom State Prison (FSP) and California Institution for Woman (CIW) towards Joint Commission Accreditation.

The proposed term of the ensuing Contract is December 10, 2018, or upon approval (whichever is later), through December 9, 2019. CCHCS reserves the option to extend for up to one (1) year at the IT-CMAS hourly rate reviewed. The Contract award is subject to availability of funds approved for this purpose, and only by mutual consent of the parties in writing.

The CCHCS has purchasing authority for information technology (IT) goods and services (California Public Contract Code (PCC) section 12100) and has selected to use a leveraged procurement agreement (LPA) to procure consulting services (PCC section 10335.5). To be considered for this RFO, the vendor responding to this RFO (Vendor) must hold a current California Multiple Award Schedule (CMAS) that includes labor categories. All Vendors must adhere to the Key Action Dates and Times provided in the RFO. The State may modify any part of the RFO by issuance of one (1) or more addenda.

Offers must comply with the instructions found herein. Failure to comply with any of the instructions may cause the offer to be rejected.

The agreement resulting from this RFO Response cannot exceed the \$500,000 CMAS

Procurement Official: **Heather Camp**
Phone: (916) 691-3534 E-mail address: heather.camp@cdcr.ca.gov

RFO SUBMITTAL ADDRESS:

U.S. Postal Service Deliveries
California Correctional Health Care Services
Information Technology Services Division
Attn: Heather Camp and BJ Singh
Building C-300
P.O. Box 588500
Elk Grove, CA 95758*

Hand Deliveries/Express Mail
California Correctional Health Care Services
Information Technology Services Division
Attn: Heather Camp and BJ Singh
8260 Longleaf Drive, Building C-300
Elk Grove, CA 95758*



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



KEY ACTION DATES & TIMES

RFO Release Date:	November 9, 2018
Vendor Questions Due Date & Time:	November 14, 2018 by 2:00 p.m.
State Responses to Vendor Questions:	TBD
RFO Response Must be Received by Due Date & Time**:	November 26, 2018 by 2:00 p.m.
Interview Dates (if held)**:	TBD
Anticipated Term Dates***:	December 10, 2018 through December 9, 2019

**Must be postmarked no later than the RFO Offer Submission Due Date & Time.*

***Must be received no later than the RFO Offer Submission Due Date & Time.*

****Dates after the RFO Offer Submission Due Date & Time are approximate and may be adjusted as conditions indicate, without an Addendum to this RFO.*

THIS RFO DOCUMENT COMPRISES TWO (2) SECTIONS AS FOLLOWS:

Section I = Request for Offer – Overview and Submittal Instructions

Section II = Request for Offer -- Statement of Work

SECTION I – REQUEST FOR OFFER – OVERVIEW AND SUBMITTAL INSTRUCTIONS

1. PURPOSE

The purpose of this RFO is to obtain an Information Technology (IT) consultant who will serve as a Project Manager (PM) to oversee Folsom State Prison (FSP) and California Institution for Woman (CIW) towards Joint Commission accreditation.

2. PROJECT BACKGROUND

In 2015, the federal court determined that CCHCS had made enough progress toward achieving a constitutionally-adequate level of health care, whereby institutions could be individually assessed and, if care is adequate, moved back under the auspices of the California Department of Corrections and Rehabilitation (CDCR). In July 2015, Folsom State Prison (FSP) became the first institution to be delegated with California Institution for Woman (CIW) following in March 2017. Once the institutions were delegated back, the challenge became sustaining quality of care over time through ongoing monitoring and continuous improvement.

The federal court's Receiver has tasked CCHCS with obtaining JC accreditation; as soon as possible, for FSP and CIW. FSP and CIW will be pilot institutions and a template for the other thirty-three (33) institutions to be modeled after. In an effort to meet this goal, CCHCS procured contracted services with the Joint Commission Resources (JCR) to assist FSP and CIW institutions in preparing and completing additional mock surveys.

3. GENERAL INFORMATION

- a. The specific tasks associated with this RFO are included in Section II, the Statement of Work (SOW). The SOW and Vendor's response to this RFO will be made a part of the Agreement.
- b. Vendors must submit via email any questions regarding this RFO by the date specified in the Key Action Dates and Times, to the Procurement Official listed on the RFO cover page. Include the RFO # in the subject line. Vendors shall provide specific information to enable the State to identify and respond to the questions. At its discretion, the State may contact a Vendor to seek clarification of any questions received. Vendors that fail to report a known or suspected problem with the RFO or fail to seek clarification and/or correction of the RFO submit a Response at their own risk.
- c. All costs for developing Responses are entirely the responsibility of the Vendor and shall not be chargeable to the State.
- d. The vendors that are Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) must provide and include a SB/DVBE Certification with their Offer. The State will verify that SB/DVBE certifications are valid at the time the Offer is due. In accordance with California Government Code (GC) Section 14837 (d) and California Military and Veterans Code Section 999, all SB and DVBE contractors, subcontractors and suppliers that bid on or participate in a State contract, regardless of being an oral or written solicitation and/or paid for using the CAL-Card as a payment method, shall perform a Commercially Useful Function (CUF).
- e. Under no circumstance may the Offer's hourly rate exceed the authorized IT-CMAS hourly rate.

- f. All vendors shall ensure their compliance with IT-CMAS Terms and Conditions that apply to conflicts of interest and follow-on contracts before submitting their Offer.
- g. All documents submitted in response to this RFO will become the property of the State of California and are subject to the California Public Records Act, California Government Code section 6250 et seq., the California Evidence Code and other applicable state and federal laws, despite any markings indicating the documents are proprietary or confidential.
- h. Issuance of this RFO in no way constitutes a commitment by the State to award an Agreement. The State reserves the right to reject any or all Responses received.

4. RFO BEST VALUE DETERMINATION

Award of an Agreement will be based on best value. Offers will be assessed using a combination of criteria. The State will consider the following in determining best value for award:

- Cost Worksheet (Mandatory)
- Proposed Staff Resume (Mandatory)
- Staff Resume Table (Mandatory)
- Staff Resume Table (Desirable)
- Staff Reference Forms (Mandatory)
- Interviews, if held by the State shall be held in person at CCHCS Headquarter location. Skype, Webinar or telephone interviews will not be permitted for this RFO

Any unsatisfactory rating on a Staff Reference Form may cause the Response to be rejected.

4.1 IT-CMAS Classification Qualifications (Mandatory)

The IT-CMAS classification qualifications will be reviewed to determine if each proposed staff meets the experience and education requirements for the designated classification offered for the services requested. The classifications qualifications will be assessed and only those Offers meeting the outlined criteria will move on to the next step.

4.2 Staff Reference Forms (Mandatory)

Staff Reference Forms will be reviewed and references may be contacted to validate that the proposed staff performed the services as listed. Vendors must provide a Staff Reference form for each reference cited in the Staff Resume tables.

4.3 Interview (Optional – At the State Discretion)

Interviews will be held for vendors that received a “pass” for **all** Pass/Fail components. For vendors that “fail” any of the Pass/Fail components, interviews will not be held. If an interview is conducted, the following are required:

- a. All staff identified in the Offer must be present and participate in the interview.

- b. Interview questions will relate to this RFO SOW, the Staff's ability to perform the required services, the staff's experience, or the staff's knowledge/skills relative to the RFO SOW.
- c. A total of ten (10) interview questions will be asked. Proposed staff will be required to answer the interview question pertaining to the position for which they are proposed and the total time allotted for interviews will be one and a half (1 ½) hours.

5. RFO SUBMITTAL INSTRUCTIONS

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

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

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.

The Response documents shall be submitted as set forth in the Vendor Outline and Checklist.

VENDOR OUTLINE AND CHECKLIST

ATTACHMENT - A Required Attachment Checklist – RFO Requirements

Complete the Required Attachment Checklist below to confirm that all items are contained with your Offer package. Place a check mark next to each item that you are submitting. **Verify that all documentation contained on this Checklist is submitted with your Offer in the following order as failure to do so will cause your Offer to be rejected.** Return this checklist along with your Offer package.

		Form Provided	Required
<input type="checkbox"/>	Include an Electronic Copy of the complete Offer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Information and Offer Certification Sheet	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Bidder Declaration, GSPD-05-105	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	DVBE Declaration Form, STD. 843	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Commercially Useful Function (CUF) Documentation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Payee Data Record STD-204	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	https://www.documents.dgs.ca.gov/ols/ccc-307.doc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Supplement Vendor Payee Data Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Corporate Qualifications to do Business in California (Secretary of State print out)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Offeror CMAS/GSA Agreement including any supplements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Cost Worksheet	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Staff Resume Table – Mandatory Qualifications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Staff Resume Table – Desirable Qualifications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Staff Reference Form(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Copy of Degrees and certifications to satisfy education requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Resumes for all Offered Personnel	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Forms and documents required to be provided upon Award prior to start of Contract

<input type="checkbox"/>	Primary Laws, Rules and Regulations (CDCR Form 181) http://lifeline/ExecutiveOperations/InformationTechnology/Forms/SAUA-Form.aspx	Attachment 1
<input type="checkbox"/>	Contractor Confidentiality and Conflict of Interest Statement	Attachment 2
<input type="checkbox"/>	Non-Disclosure Agreement	Attachment 3
<input type="checkbox"/>	Security Awareness, Understanding and Accountability Form	Attachment 4
<input type="checkbox"/>	Statement of Economic Interests (Form 700) http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2017-18/Form_700_2017_2018.pdf	Attachment 5
<input type="checkbox"/>	TB Infectious Free Staff Certification (Form CDCR 7354) http://lifeline/PolicyandAdministration/ResourceManagement/HumanResources/General%20Personnel/CDC%207354.pdf	Attachment 6
<input type="checkbox"/>	Copy of Insurance certificate naming CCHCS as an insured	

INFORMATION AND OFFER CERTIFICATION SHEET

This Information and Offer Certification Sheet must be signed and returned.

VENDOR'S FIRM INFORMATION

An unsigned Information and Offer Certification Sheet shall be cause for rejection of the Response.

1. Vendor's Firm Name	2a. Phone Number ()	2b. Fax Number (if any) ()
3. Physical Address		
4. Person Authorized to Bind Firm (Print)	5. Email Address	
6. Signature of Certification (Signature of Person Named Above)	7. Date	
8. Is your firm certified with the DGS, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. SB Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. DVBE Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
NOTE: A copy of your certification should be included if the above item(s) are checked "Yes".		
Date application was submitted to OSDS, if an application is pending: _____		

A. The signature affixed and dated hereon certifies compliance with all the requirements of this RFO. The signature provided authorizes the verification of the certifications.

- ✚ By signing this form, I (we) certify the following statements:
 - a. "I (we) hereby certify the information contained in this Response is accurate and all required information submitted as a part of this Response is certified to be true and binding upon the Vendor."
 - b. "I (we) hereby certify our ability and willingness to perform the services as described in the RFO."
 - c. "I (we) hereby certify the availability of staff and other required resources for performing all services and providing all materials as described in this RFO."
 - d. "I (we) hereby certify the staff proposed meet the minimum qualifications and have all required degrees and certifications in compliance with IT-CMAS/GSA requirements."

COMMERCIALLY USEFUL FUNCTION DOCUMENTATION

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE) as stated below.

VENDOR NAME: _____

SUBCONTRACTOR NAME: _____

Mark all that apply: DVBE Small Business Micro Business

SECTION 1:

A person or entity is deemed to perform CUF, if a person or entity **does** all of the following. (Please answer the following questions.)

I.	Is responsible for the execution of a distinct element of the work of the Agreement.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
II.	Carries out the obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
III.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
IV.	Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
V.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

NOTE: A response of “No” to any of the questions above may result in your Response to be deemed **non-responsive and disqualified**.

SECTION 2:

The vendor shall provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement.

VI.	Describe the specific role(s) of the subcontractor for this project (e.g. data conversion, training, etc.):	
VII.	Describe the goods/services to be provided for this project (include a description of the bidder versus the subcontractor responsibilities for each role):	

SIGNATURE OF VENDOR (PRIME): _____ **DATE:** _____

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:

COST WORKSHEET
(EXHIBIT B-1 IN SECTION II SOW)

INSTRUCTIONS:

Complete the Cost Worksheet by filling in the yellow-fields. The total cost of this Agreement is \$XXX,XXX.XX. This cost includes ten percent (10%) for unanticipated tasks. The State anticipates the work effort of one (1) person on a full time effort for the duration of the term. No more than one (1) personnel will accepted for this Offer. Only one (1) rate and one (1) IT CMAS Classification must be proposed.

Hourly rates will not be adjusted and are required to remain at the same rate throughout the entire Agreement and any optional period of service for any Agreement resulting from this RFO. Please note the hours reflected in this Cost Worksheet are an estimate and total hours are not a guarantee of hours to be worked under this contract; a Contractor is not guaranteed these hours will be required.

FISCAL YEAR 18/19 – December 10, 2018 – June 30, 2019

Vendor/Contractor Name:					
Proposed Staff Name	IT CMAS Classification	Sub-contracted Staff Person? (Yes or No)	Hourly Rate	Number of Hours	Subtotals
			\$	1176	\$
TOTALS					\$

FISCAL YEAR 19/20 - July 1, 2019 – December 9, 2019

Vendor/Contractor Name:					
Proposed Staff Name	IT CMAS Classification	Sub-contracted Staff Person? (Yes or No)	Hourly Rate	Number of Hours	Subtotals
			\$	904	\$
TOTALS					\$

10% Unanticipated Task (Total number of hours for FY17/18 and FY18/19 x 10%)

Vendor/Contractor Name:					
Proposed Staff Name	IT CMAS Classification	Sub-contracted Staff Person? (Yes or No)	Hourly Rate	Number of Hours	Subtotals
			\$	208	\$
TOTALS					\$

Optional One (1) Year

Vendor/Contractor Name:					
Proposed Staff Name	IT CMAS Classification	Sub-contracted Staff Person? (Yes or No)	Hourly Rate	Number of Hours	Subtotals
			\$	2080	\$
TOTALS					\$

STAFF RESUME TABLE
MANDATORY STAFFING QUALIFICATIONS
EXAMPLE ONLY

Vendors must complete and submit a Résumé Table that clearly provides a complete description of how each proposed staff meets each Mandatory Staffing Qualification (MSQ).

Vendor Name:	<i>Smith Company</i>
IT-CMAS Classification:	
Position:	<i>Technical Manager</i>
Proposed Staff's Name:	<i>John Smith</i>

	MANDATORY STAFFING QUALIFICATIONS	Project Description <small>Workplace, Project Name, Time Period (month/day/year start and end dates), % of time</small>	Relevant Experience Description <small>Staff's role, description of the relevant experience on the project(s),</small>	Reference Contact <small>Contact Name, Company Name, Telephone Number, Email, Work Relation</small>	Total Duration
	The proposed candidate for this position must have five (5) years of experience for all of the following:				
1.	<i>At least two (2) years of demonstrated experience using Microsoft Office (2007) or later developing technical specifications.</i>	<i>a. Company ABC, on XYZ IT Project, 1 year (01/01/2011 - 12/31/2011), 100 % of the time</i> <i>b. Company DEF on QRS IT Project QRC, 1 year, 6 months (07/01/2011 – 1/31/2013), 100 % of the time</i>	<i>a. John Smith worked for Company ABC on the XYZ IT project. As a consultant, Mr. Smith developed and wrote technical specifications for the Statement of Work for RFP XXX.</i> <i>b. John Smith worked for Company DEF on the QRS IT project. As a consultant, Mr. Smith served as the lead in developing technical specifications for the project RFP.</i>	<i>a. Jane Jones, Company ABC, phone #: (916) 654-1234 Email: jjones@ABC.ca.gov Work Relation: ABC Project Manager</i> <i>b. Bob Brown, Company XYZ, ph# (916) 454-3467, Email bbrown@XYZ.ca.gov, Work Relation: Functional Manager</i>	<i>2 years</i>

Each Project Description, Relevant Experience Description and Reference Contact shall be tied together with a lower case letter, as it appears in the Example above (add "b", "c", etc. as necessary). Reference contacts shall be able to validate the experience provided.

**STAFF RESUME TABLE
 MANDATORY STAFFING QUALIFICATIONS**

Vendor Name:		Position:	
IT-CMAS Classification:		Proposed Staff's Name:	

All Mandatory Staffing Qualifications (MSQ) are Pass/Fail. If ALL MSQ's are not met, your offer will be disqualified.

	MANDATORY STAFFING QUALIFICATIONS	Project Description <i>Workplace, Project Name, Time Period (month/day/year start and end dates), % of time</i>	Relevant Experience Description <i>Staff's role, description of the relevant experience on the project(s),</i>	Reference Contact <i>Contact Name, Company Name, Telephone Number, Email, Work Relation</i>	Total Duration
	The proposed candidate for this position must have five (5) years of experience for all of the following:				
1.	Project management experience applying the principles, methods, techniques, and tools for developing, scheduling, coordinating, and managing projects.				
	The proposed candidate for this position must have two (2) years of experience for all of the following:				
2.	Creating requirements documents, systems architecture and interfaces, data models, configuration management documents and procedural manuals;				
3.	Working on the development and construction of healthcare facilities;				
4.	Creating requirements documents, systems architecture and interfaces, data models, configuration management documents and procedural manuals;				
5.	Maintaining database structures to support the Software Development Life Cycle (SDLC) phases				
6.	Managing healthcare projects;				
7.	Developing policy and procedures for large business;				
8.	Strategic planning, risk management and Change management				
9.	Performing Functional Analysis of current systems and providing recommendations of solutions within a healthcare facility or large company				
10.	Possession of a Bachelor's Degree				

STAFF RESUME TABLE
DESIRABLE STAFFING QUALIFICATIONS
EXAMPLE ONLY

Vendors must complete and submit a Résumé Table that clearly provides a complete description of how each proposed staff meets each Desirable Staffing Qualification (DSQ). The Desirable Qualifications will be a factor in determining overall Best Value.

Vendor Name:	<i>Smith Company</i>
IT-CMAS Classification:	
Position:	<i>Technical Manager</i>
Proposed Staff's Name:	<i>John Smith</i>

	DESIRABLE STAFFING QUALIFICATIONS	Project Description <small>Workplace, Project Name, Time Period (month/day/year start and end dates), % of time</small>	Relevant Experience Description <small>Staff's role, description of the relevant experience on the project(s),</small>	Reference Contact <small>Contact Name, Company Name, Telephone Number, Email, Work Relation</small>	Total Duration
1.	<i>At least two (2) years of demonstrated experience using Microsoft Office (2007) or later developing technical specifications.</i>	<i>a. Company ABC, on XYZ IT Project, 1 year (01/01/2011 - 12/31/2011), 100 % of the time</i> <i>b. Company DEF on QRS IT Project QRC, 1 year, 6 months (07/01/2011 – 1/31/2013), 100 % of the time</i>	<i>a. John Smith worked for Company ABC on the XYZ IT project. As a consultant, Mr. Smith developed and wrote technical specifications for the Statement of Work for RFP XXX.</i> <i>b. John Smith worked for Company DEF on the QRS IT project. As a consultant, Mr. Smith served as the lead in developing technical specifications for the project RFP.</i>	<i>a. Jane Jones, Company ABC, phone #: (916) 654-1234 Email: jjones@ABC.ca.gov Work Relation: ABC Project Manager</i> <i>b. Bob Brown, Company XYZ, ph# (916) 454-3467, Email bbrown@XYZ.ca.gov, Work Relation: Functional Manager</i>	<i>2 years</i>

Each Project Description, Relevant Experience Description and Reference Contact shall be tied together with a lower case letter, as it appears in the Example above (add "b", "c", etc. as necessary). Reference contacts shall be able to validate the experience provided.

**STAFF RESUME TABLE
 DESIRABLE STAFFING QUALIFICATIONS**

Vendor Name:	
IT-CMAS Classification:	
Position:	
Proposed Staff's Name:	

The Desirable Qualifications score will be a factor in determining overall Best Value.

	DESIRABLE STAFFING QUALIFICATIONS	Project Description <i>Workplace, Project Name, Time Period (month/day/year start and end dates), % of time</i>	Relevant Experience Description <i>Staff's role, description of the relevant experience on the project(s),</i>	Reference Contact <i>Contact Name, Company Name, Telephone Number, Email, Work Relation</i>	Total Duration
1.	ITIL or ITSM certifications;				
2.	Experience in supporting enterprise solutions within a health care and/or correctional environment;				
3.	Proficiency with related software tools including ProjectManager.com, MS Excel, Sharepoint; and,				
4.	Experience in a Correctional environment.				

STAFF REFERENCE FORM

VENDOR'S STAFF NAME: "Type Your Proposed Staff's Name Here"

Instruction: For each proposed staff, the Vendor shall provide **three (3)** staff reference forms from two different projects cited in the Staff Resume Table that meet the MSQs identified in this RFO. Only ONE (1) CDCR/CCHCS reference may be used.

Instruction for References: The Vendor staff above has listed you as a reference and is requesting for you to complete this Staff Reference Form. Please check the appropriate rating based on your experience with the proposed staff.

Reference Information				
Name:		E-mail Address:		Phone Number:
Company Name:		Company Address:		

The Reference Must Complete This Table.		
Rate the staff performance and abilities for each corresponding Performance and Ability Statement below		
Performance and Ability Statements	Rating:	
Rate the performance of the Vendor's staff during this engagement.	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory
Rate the ability of the Vendor's staff to perform the contractually, required work in a timely manner.	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory
Rate the verbal and written communication and interpersonal skills of the Vendor's staff.	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory
Rate the ability of the Vendor's staff to work under pressure to meet tight deadlines.	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory
Rate the knowledge of the Vendor's staff in the required areas of expertise.	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory

By signing this form, the Reference is certifying that all information provided on this form is correct.

 Name of Reference (print)

 Name of Company Reference (print)

 Signature of Reference

 Date

Forms and documents required to be provided upon Award

Attachment 1 *Primary Laws, Rules and Regulations*

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 CDCR INMATES. I ALSO UNDERSTAND VIOLATION OF ANY OF THE ABOVE COULD RESULT IN EXPULSION FROM A CDCR INSTITUTION/FACILITY OR CAMP WITH THE POSSIBILITY OF CRIMINAL PROSECUTION.

VOLUNTEER/MEDIA/CONTRACTOR/GUEST NAME AND TITLE (Print)	SIGNATURE	DATE SIGNED
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DISTRIBUTION: Original – Warden, Parole Administrator and/or designee

Attachment 2
Contractor Confidentiality and Conflict of Interest Statement

CONTRACTOR CONFIDENTIALITY AND CONFLICT OF INTEREST STATEMENT

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

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

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

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

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Attachment 3
Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

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

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

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

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

ATTACHMENT 4
 SECURITY AWARENESS, UNDERSTANDING & ACCOUNTABILITY FORM



IT Services Division
**Security Awareness,
 Understanding & Accountability Form**
(version 3.3)

CCHCS Tracking #

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

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

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

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

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

Attachment 5

Statement of Economic Interests (Form 700)

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

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

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

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

ATTACHMENT 6

TB Infectious Free Certification

As Part of the California Department of Corrections and Rehabilitation's (CDCR), California Correctional Health Care Services (CCHCS) On Boarding requirement, all contractor personnel in advance of reporting to the CCHCS worksite must provide a recent documented Tuberculosis (TB) evaluation, Tuberculin Skin Test (TST) or Chest x-ray (cxr). All contracted personnel must maintain and provide a documented annual TB evaluation/TST.

It is the responsibility of the Contractor and its employee personnel to provide appropriate documentation of compliance with this requirements as it is a condition of doing business with CCHCS. Failure to comply with this legal requirement may be subject to contractual default and shall postpone or terminate your ability to work as a contractor with CCHCS. All expenses related to the original and/or annual TB evaluations/tests will be paid by the contractor or its personnel. Any expenses relating to TB evaluation/test will not be reimbursed.

<http://lifeline/PolicyandAdministration/ResourceManagement/HumanResources/General%20Personnel/CDC%207354.pdf>

SECTION II – REQUEST FOR OFFER – EXHIBIT A STATEMENT OF WORK

1. PURPOSE – GENERAL

This Statement of Work (SOW) reflects the services to be provided by "Contractor Name" , hereinafter referred to as the "Contractor," for the California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS), hereinafter referred to as the "CCHCS" or the "State." This SOW is governed by and incorporates by reference the terms and conditions of the IT-CMAS number "State to input awarded Contractor CMAS Contract number here". For purposes of this Agreement, the GSPD 401IT CMAS shall apply.

California Correctional Health Care Services (CCHCS) is responsible for providing health care services to prison inmates. The majority of services fall under the auspices of primary medical, dental and mental health care; on-site care teams provide most services directly and coordinate services outside their realm of expertise, such as specialty and tertiary care. At some institutions, CCHCS also provides sub-acute inpatient care, mental health crisis care, and other specialized health care programs. For more than a decade, the federal court has overseen medical services in California's prisons via a court-appointed receiver.

In 2015, the federal court determined that CCHCS had made enough progress toward achieving a constitutionally-adequate level of health care, whereby institutions could be individually assessed and, if care is adequate, moved back under the auspices of the California Department of Corrections and Rehabilitation (CDCR). In July 2015, Folsom State Prison (FSP) became the first institution to be delegated with California Institution for Woman (CIW) following in March 2017. Once the institutions were delegated back, the challenge became sustaining quality of care over time through ongoing monitoring and continuous improvement.

The closest thing to an unimpeachable source of quality verification in the health care industry is the Joint Commission (JC). The JC is the nation's oldest and largest standards setting and accrediting body that evaluates health care organizations, while inspiring safe and effective care at the highest quality through the provision of education, publications, consultation, and evaluation services. JC is the only known accreditation source that meets CCHCS's two other criteria: 1) not solely correctional and 2) covers most or all of CCHCS's program areas. JC accreditation sought or the two institutions include:

1. FSP – Ambulatory Accreditation and Behavioral Health Care Accreditation
2. CIW - Ambulatory Accreditation, Behavioral Health Care Accreditation and Nursing Care Center Accreditation

The federal court's Receiver has tasked CCHCS with obtaining JC accreditation; as soon as possible, for FSP and CIW. FSP and CIW will be pilot institutions and a template for the other thirty-three (33) institutions to be modeled after. In an effort to meet this goal, CCHCS procured contracted services with the Joint Commission Resources (JCR) to assist FSP and CIW institutions in preparing and completing additional mock surveys.

A Project Manager (PM) with experience in Information Technology (IT) is needed to perform a variety of technical and non-technical tasks in an effort to rectify the deficiencies found by the JC mock surveys and assist the department in obtaining JC accreditation.

2. TERM

- A. The term of this Agreement shall commence on approximately **December 10, 2018** or the date the Agreement is executed/approved by the CCHCS, whichever is later (referred to herein as the “Effective Date”) and continue through **December 9, 2019**.
- B. The State reserves the option to extend the term of this Agreement at its sole discretion reserves the option to extend the Contract for an optional one (1) year at the rates and terms evaluated and considered, This Agreement may be amended to extend its duration, pursuant to the terms and conditions set forth herein, consistent with the terms of the IT-CMAS.
- C. If the Contractor has not completed performance of the services set forth in this Agreement within the term and unspent funds remain in the Agreement, the State reserves the option to extend the term of this Agreement, as necessary, and in compliance with the term requirements of the IT-CMAS/GSA, to receive complete performance by the Contractor for up to one (1) year at the originally agreed-upon hourly rates and at no addition to the total Agreement cost.
- D. The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the Effective Date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the Effective Date shall be considered gratuitous on the part of the Contractor and non-compensable by CCHCS.
- E. No amendment or variation of the Contract terms shall be valid unless made in writing, signed by both parties, and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

3. TERMINATION

- a. Termination for the Convenience of the State. The state may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if the CCHCS determines that a termination is in the state’s interest.
- b. Notwithstanding provisions #21, #22, and #23 of the State’s General Provisions – IT (GSPD 401-IT CMAS, effective August 2010), CCHCS reserves the right to terminate the ensuing Agreement immediately with or without cause.

4. WORK LOCATION

The Contractor is required to perform all services under this Agreement onsite at the CCHCS Headquarters building at 8260 Longleaf Drive, Suite C-200, Elk Grove, CA 95758

5. COST

The total cost of this Agreement is **“State to enter Total Dollar Value from awarded vendor RFO here”**. The State may exercise each option at an additional cost of **“State to enter Total Dollar Value from awarded vendor RFO here”**. Cost details are located in the Cost Worksheet, Exhibit B-1.

6. SCOPE OF SERVICES

Under the direction of the Quality Management (QM) manager or delegate, the contractor shall provide one (1) consultant who will act as an Project Manager to assess, plan and facilitate IT and Non-IT activities in supporting health care service to meet requirements for JC Accreditation.

The contractor will perform Project Management activities to guide the institutions towards JC accreditation, oversee the pilot institutions progress in rectifying the deficiencies found by the mock surveys completed by the Joint Commission, develop performance monitoring tools and coordinate the implementation and training of AMP Software (G) communication with stakeholders, provide reports, and develop manuals.

PM will be responsible for utilizing project management principles and techniques, such as PMBOK, Agile, etc. to develop an integrated project management plan and schedule with the goal of moving towards Joint Commission accreditation.

A. Detailed Tasks

The contractor will be responsible for the following:

- a. Develop and implement program requirements for each of the pilot institutions;
- b. Develop a model JCR accreditation process, procedures and template for the other thirty-three (33) institutions;
- c. Utilizing project management best practices manage JC requirements, scope, quality, communication, issues, risks and schedules through the project lifecycle;
- d. Lead and participate in workgroups tasked with address and meeting JC standards;
- e. Develop and implement an issues escalation plan and change management to ensure a successful transition and to minimize ongoing operational issues Review the existing environment and document the baseline of the databases;
- f. Review and validate risks that may impact accreditation activities;
- g. Develop and implement an issues escalation plan and change management to ensure a successful transition and to minimize ongoing operational issues;
- h. Guide the pilot sites to remediate deficiencies as they are identified;
- i. Develop an electronic performance monitoring tool to present the projects performance metrics and status;
- j. Works with IT to review impact of AMP software on IT systems and/or subsystems and participate in change control process;
- k. As the Project's expert on Health Information Technology (HIT), the Contractor ensures business requirements and technical specifications related to the Data Loggers;
- i. Review and validate with all stakeholders, the following information to get institutions up to JCR standards:
 1. policies and procedures that need to be created or refined;
 2. equipment to be ordered;
 3. staffing requirements;
 4. space allocation requirements;
 5. quality control; and
 6. training needs.
- j. Contractor will oversee the development of technical and non-technical manuals, reference tools, policies and procedure documents, requirements, project documents and plans;
- k. Identify, deliver and install technology solutions that assist in bringing the institutions into compliance with Joint Commission Standards and goals; and,

- I. If new technologies are identified to remediate deficiencies, make recommendations of solutions and assist staff with requirements gathering and documentation.

B. Reports and Meetings

The Contractor shall provide a report outlining the deficiencies that have been remediated and how they now meet the standards for accreditation. If any deficiencies have gone unresolved, the Contractor shall include in the report what has not been rectified, how to fix the issues based on input from subject matter experts and give an approximate timeframe and steps to fix. Issue reports that identify problem, remediation activities being pursued and/or being used and what is needed to fix to JCR standards.

Status Reports

The Status Report Template will be provided by CCHCS. The Contractor shall be required to complete and turn in a status report to the CCHCS Contract Manager and/or their designee weekly.

1. The Contractor shall provide the CCHCS Contract Manager and/or their designee with weekly written status reports, due by the close of business on 5th day of each week, throughout the period of the contract.
2. The status reports shall cover all work performed and must be completed during the week for which the status report is provided and shall present the work to be performed during the subsequent week.
3. The status report shall identify any problems, issues or risks identified/encountered with an explanation of the cause and a mitigation strategy to resolve.
4. The Contractor shall be responsible for conducting weekly status meetings with the CCHCS Contract Manager and/or their designee. The meetings will be held weekly at a time and place designated by the CCHCS Contract Manager and/or their designee. The meetings can be in person or over the phone at the discretion of the CCHCS Contract Manager and/or their designee.

C. Knowledge Transfer

The Contractors must also perform "knowledge transfer" to CCHCS Data Services staff. "Knowledge transfer" is defined as personal and/or technical knowledge or information which will enable, or enhance the ability of CCHCS staff to maintain and operate CCHCS systems. "Knowledge transfer" shall also include "on the job" training and education to CCHCS staff, including but not limited to a system design document, roadmap/plan for the proposed data warehouse, database architecture document, workflows, Entity Relation Diagram, and Data Dictionary (DD) to enable CCHCS to adequately maintain and operate the solutions. The Contractor shall also provide a written manual/guide of all materials associated; and agrees that CCHCS may reproduce such documentation for its own use to sustain project continuity.

D. Period of Performance

The proposed term of the ensuing Contract is **December 10, 2018** or upon approval (whichever is later), through **December 9, 2019**. CCHCS reserves the option to extend the Contract for additional time at the rates evaluated and considered, up to the maximum IT-CMAS threshold and term, through a formal Contract amendment. The Contract award is subject to availability of funds approved for this purpose.

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

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

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

7. CONTRACTOR STAFF

For the duration of the Agreement, the Contractor staff and any replacements shall meet all MSQs as described herein.

A. Mandatory Staff Qualifications

MSQ#	The proposed candidate for this position must have five (5) years of experience for all of the following:
1.	Project management experience applying the principles, methods, techniques, and tools for developing, scheduling, coordinating, and managing projects.
	The proposed candidate for this position must have two (2) year of experience for all of the following:
2.	Creating requirements documents, systems architecture and interfaces, data models, configuration management documents and procedural manuals;
3.	Working on the development and construction of healthcare facilities;
4.	Creating requirements documents, systems architecture and interfaces, data models, configuration management documents and procedural manuals;
5.	Maintaining database structures to support the Software Development Life Cycle (SDLC) phases
6.	Managing healthcare projects;
7.	Developing policy and procedures for large business;
8.	Strategic planning, risk management and Change management
9	Performing Functional Analysis of current systems and providing recommendations of solutions within a healthcare facility or large company
10	Possession of a Bachelor’s Degree

B. Desirable Qualifications

DSQ#	It is highly desirable for the proposed candidate for this position to have the following experience:
1.	ITIL or ITSM certifications;
2.	Experience in supporting enterprise solutions within a health care and/or correctional environment;
3.	Proficiency with related software tools including ProjectManager.com, MS Excel, Sharepoint; and,
4.	Experience in a Correctional environment.

C. Staff and Rates

- 1) The staff shall perform the tasks described in this SOW, at the rates indicated in the Agreement.
- 2) Contractor shall be responsible for monitoring the monthly hours worked to ensure the staff is properly allocated to effectively meet the needs of the State for the required tasks of this Agreement.

8. Contractor Roles and Responsibilities

- A.** The Contractor shall store all non-software project artifacts in the project's Microsoft SharePoint project library or other project library repositories as specified by the State.
- B.** The Contractor shall identify a Contract Manager responsible for the overall Contract to be listed in Section 18, Points of Contact.
- C.** The Contractor shall comply with all applicable CCHCS policies, procedures and guidelines.
- D.** Contractor personnel shall complete assigned tasks in agreed upon timeframes and as approved by the CCHCS Contract Manager. These tasks should include a weekly status report to the CCHCS Contract Manager, describing current project status, tasks completed in the previous week, work plans for upcoming week, and any issues and/or risks identified during the reporting period.
- E.** Prior to termination of the Contract, the Contractor shall return all CCHCS property, including security badges, computer or laptop, work products, etc.
- F.** Work with CCHCS Contract Manager, or designee to ensure that any issues are addressed.
- G.** Participate in information gathering meetings, fact-finding meetings, working sessions, status reporting (both written and verbal), presentations, and general communications to ensure success of activity performance.
- H.** Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C – CCHCS Special Provisions. By accepting the Contract, Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit C – CCHCS Special Provisions.
- I.** Prior to the start of work, each Contractor personnel must:
 - Submit to and pass a live scan test; and
 - Be tested for Tuberculosis (TB) and certified to be free of TB on the TB Infectious Free Staff Certification (which will be provided upon Contract award).
- J.** Complete a Request for Gate Clearance Form, Application for Identification Card, and Emergency Notification Form in order to gain entrance to the institutions, if applicable.
- K.** Agree to abide by the Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates (Attachment 1).

9. CCHCS Roles and Responsibilities

- A.** The CCHCS will designate a CCHCS Contract Manager in Section 18, Points of Contact, to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- B.** If needed, the CCHCS will provide cubicle accommodations for the duration of the ensuing Contract, including desk, chair, telephone, computer or laptop, printer access, Internet access, Microsoft Office, Microsoft Visio and Microsoft Project. All policies and procedures regarding the use of State facilities will be applicable.

- C. The CCHCS will provide information, as required by the Contractor, to perform its responsibilities.
- D. The CCHCS will provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this SOW.

10. Document Format

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

11. Acceptance Criteria

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

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

12. Tasks Not Meeting Requirements

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

- A. The Contract Manager shall notify the Contractor in writing, within five (5) business days after receipt of each task/deliverable or after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
- B. The Contractor shall, within five (5) business days after initial problem notification, respond to the CCHCS Contract Manager by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CCHCS Contract Manager's initial problem notification within the required time limits may result in immediate Contract termination. In the event of such termination, the State shall pay all amounts due to the Contractor at the CCHCS Contract Manager's direction for all work accepted and approved prior to termination.
- C. The CCHCS Contract Manager shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether they accept or reject the explanation and/or plan. If the CCHCS Contract Manager rejects the explanation and/or plan, the Contractor submits a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the CCHCS Contract Manager's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate Contract termination. In the event of such termination, CCHCS shall

pay all amounts due to the Contractor at the CCHCS Contract Manager's direction for all work accepted and approved prior to termination.

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

13. Problem Escalation

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

- First level, the CCHCS BAM Technical Services Manager
- Second level, CCHCS Deputy Chief Information Office (DCIO)

14. Evaluation of Contractor

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

15. Assumption and Constraints

- A. Work hours for the ensuing Contract must be consistent with CCHCS normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
- B. Contractor will be scheduled by the CCHCS Contract Manager and assigned to work a maximum of forty (40) hours per week.
- C. Contractor employee may be required to work over the maximum forty (40) hours stated herein to successfully provide the services described in the SOW. Any hours worked over the maximum must be specifically agreed to by the parties herein and authorized by the CCHCS Contract Manager. No overtime pay will be authorized for Contractor's performance under the ensuing Contract.
- D. Contractor shall ensure availability of Contractor personnel to perform the requirements of the ensuing Contract at all times during the period described above.
- E. The entire SOW (including all exhibits) and accepted Offer will be made a part of the Contract Agreement in its entirety.
- F. Any modifications to the SOW will be mutually agreed upon by the Contractor and CCHCS and shall require a formal Contract amendment.
- G. The work location will be at CCHCS Headquarters located in Elk Grove, California, or at another designated location within the greater Sacramento area.
- H. CCHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel, add, reduce,

or cancel a personnel's performance of services at any time.

- I. CCHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Contract. Both parties are responsible for communicating any potential problems or issues to CCHCS DCIO, or designee, and the Contractor, respectively, within one (1) business day of becoming aware of said problems.
- J. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of the ensuing Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Unanticipated Tasks

- A. The Agreement value may include up to ten (10) percent of the total Agreement amount (excluding travel) for unanticipated tasks. These funds may be used at the State's discretion. Unanticipated tasks will be contracted for on an as-needed basis and shall be optional throughout the term of the Agreement. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and the State via a work authorization before the work can commence. The rates for unanticipated tasks must not exceed the original Offeror's hourly rates for unanticipated tasks and the total expenditures for unanticipated tasks shall not exceed the total amount set aside for unanticipated tasks.
- B. In the event that additional work must be performed which was wholly unanticipated and is not specified in the SOW, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
- C. For each item of unanticipated work not specified in the SOW, a Work Authorization will be prepared. This includes adding, removing, or substituting personnel, as specified in Contractor Personnel Changes.
- D. It is understood and agreed by both parties to this Contract that all terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.
- E. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to CCHCS, an identification of all significant materials to be delivered by CCHCS to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the identification of the Contractor's positions to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.
- F. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and the State.
- G. CCHCS has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the "Stop Work" provision of the General Provisions.
- H. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify CCHCS in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, CCHCS may:
 - a) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or

- b) Terminate the Work Authorization, or
- c) Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.

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

17. Contractor Personnel Changes

- A. If a Contractor's person becomes unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable replacement personnel.
- B. The proposed personnel must meet all criteria and be evaluated as specified in RFO # SD18-00079, and approved by CCHCS prior to proposed personnel commencing work. Contractor must submit to the Information Technology Services Division, Contracts Unit, in advance, the following:
 - Résumé for the proposed personnel;
 - Completed Offeror's Staff Resume Table;
 - Completed Offeror's Staff Reference Form;
 - Completed Staff Mandatory Qualifications Summary Table;
 - Completed RFO Attachments 1-6 for proposed personnel; and,
 - Copy of degrees and certifications necessary to satisfy education requirements.
- C. CCHCS shall be allowed to interview proposed personnel and verify references and qualifications. If the change is approved, a Contractor Personnel Change form will be prepared and routed for acceptance by the CCHCS Contract Manager and the Contractor. The change in personnel shall require a formal amendment processed by the Information Technology Services Division and the proposed personnel may begin work upon execution of Contract Amendment and notification from the CCHCS Contract Manager.
- D. Replacement personnel shall not automatically receive the hourly rate of the staff(s) or position(s) being replaced. CCHCS and the Contractor shall negotiate the hourly rate of any replacement personnel to the Contract. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed replacement personnel. The negotiated hourly rate shall not exceed the hourly rate for that position, as set forth in the Contract.
- E. CCHCS reserves the right to reject the Contractor's proposed personnel. If any of the proposed personnel is rejected, the Contractor shall work diligently to promptly provide a qualified replacement to CCHCS for approval within twenty (20) business days of the rejection.

18. POINTS OF CONTACT

Contractor – Contract Manager:	
Name, Title:	"To Be Completed Upon Agreement Award"
Address:	"To Be Completed Upon Agreement Award"
Phone Number:	"To Be Completed Upon Agreement Award"
Fax Number:	"To Be Completed Upon Agreement Award"
E-mail address:	"To Be Completed Upon Agreement Award"

State – Contract Manager:	
Name, Title:	"To Be Completed Upon Agreement Award"
Address:	"To Be Completed Upon Agreement Award"
Phone Number:	"To Be Completed Upon Agreement Award"
Fax Number:	"To Be Completed Upon Agreement Award"
E-mail address:	"To Be Completed Upon Agreement Award"

SECTION II – STATEMENT OF WORK
EXHIBIT B
Budget Detail and Payment Provisions

A. INVOICING AND PAYMENT

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

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

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

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

Payment is subject to acceptance of invoice by the CCHCS Contract Manager.

4. Contractor shall address and submit all invoices to:

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

B. TRAVEL AND MISCELLANEOUS EXPENSES

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

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.

SECTION II – STATEMENT OF WORK
EXHIBIT B – 1
Cost Worksheet

**Offeror Cost Worksheet to be inserted upon contract
award and incorporated as Exhibit B-1.**

SECTION II – STATEMENT OF WORK
EXHIBIT D
CCHCS Special Provisions

1. Subcontractor/Personnel Information

Contractor is required to identify all subcontractors who will perform labor or render services in the performance of the Agreement. Additionally, the Contractor shall notify the CCHCS Contract Manager, or designee, within ten (10) working days, of any changes to the subcontractor and/or personnel information.

2. Employment of Ex-Offenders

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

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

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

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

3. Licenses and Permits

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

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

4. Conflict of Interest

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

A. Contractors and Their Employees

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CCHCS or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than

Consultant Contractor required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

B. Current State Employees

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

C. Former State Employees

- (1) For the two year (2-year) period from the date he or she left State employment, no former State officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any State agency.
- (2) For the twelve-month (12-month) period from the date he or she left State employment, no former State officer or employee may enter into an Agreement with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving State service.
- (3) In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR.
- (4) In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR.
- (5) For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or

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

- (6) The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.
- (7) The Contractor shall have a continuing duty to keep the State timely and fully apprised in the writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.
- (8) If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.
- (9) Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

5. Disclosure

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

6. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance through the California Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employees' access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

7. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

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:

8. Bloodborne Pathogens

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

9. Tuberculosis (TB) Testing

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7354, "TB Infectious Free Staff Certification," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7354 will be provided by CDCR upon Contractor's request.

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

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

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

- A. Persons who are not employed by CDCR, but are engaged in work at any institution/ facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps. *SOURCE: California Penal Code (PC) Sections 5054 and 5058; CCR, Title 15, Sections 3283, 3285, 3289, 3292 and 3415*
- B. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, non-employees & employees shall be made aware of this. *SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304*
- C. All persons entering onto institution/facility or camp grounds consent to a search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property or vehicle may be cause for denial of access to the premises or restrictions to visiting or facility access. *SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292*
- D. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and/or their designees. *SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289*
- E. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution. *SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173, 3283 and 3289*
- F. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. *SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292*

- G. It is illegal to give or take letters from prison inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates. *SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425*
- H. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee. *SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383*
- I. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants). *SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)*
- J. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. *SOURCE: CCR, Title 15, Section 3261.5*

12. Clothing Restrictions

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

13. Tobacco-Free Environment

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

14. Security Regulations

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

15. Prison Rape Elimination Policy

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

16. Gate Clearance

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

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

17. Business Associate Agreement

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

18. Electronic Waste Recycling

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

SECTION II – STATEMENT OF WORK

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.
- 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;

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

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

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

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

Term and Termination

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Service Agreement, and shall terminate on termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- B. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- C. Obligations of Business Associate Upon Termination.
Business Associate
 - a. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected

- health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set forth in paragraph (e) under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
 5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- b. Upon termination of this Agreement, if requested by Covered Entity, Business Associate will transmit the protected health information to another business associate of the Covered Entity.
 - c. Upon termination of this Agreement, Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.
 - d. Survival. The obligations of Business Associate under this section shall survive the termination of this Agreement.

Miscellaneous

- A. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- B. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

SECTION II – STATEMENT OF WORK
EXHIBIT E
Insurance Requirements

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

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

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

- i. Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
- ii. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the Contract.
- iii. The additional insured endorsement must accompany the certificate of insurance.
- iv. That the State will not be responsible for any premiums or assessment on the policy.

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

- B. **Automobile Liability Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than \$1,000,000.00 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- C. **Worker's Compensation Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000.00 by an insurance carrier licensed to write Workers' Compensation Insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.
- D. **Special Requirement: Professional Liability (Errors and Omissions) Insurance** – Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$1,000,000.00 shall be provided.

SECTION II – STATEMENT OF WORK
EXHIBIT F
Information Security Agreement
(ISA)

1. Introduction and Purpose

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

2. Definitions

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

3. Acknowledgments

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

4. Standard of Care

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

5. Responsibilities of the Service Provider

- A. The Service Provider is obligated to ensure the following:
 - 1. Safeguards. To prevent the unauthorized creation, use, management, transfer, distribution, storage, etc. other than as provided for by this ISA. The Service Provider shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Service Provider's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the CCHCS information it creates, receives, maintains, or transmits; and prevent the use or disclosure of CCHCS information other than as provided for by this ISA. The Service Provider shall provide CCHCS with information concerning such safeguards as CCHCS may reasonably request from time to time.
 - 2. The Service Provider shall restrict logical and physical access to CCHCS sensitive and confidential information to authorized users only.
 - 3. The Service Provider shall implement appropriate authentication methods to ensure information system access to sensitive and confidential information. If passwords are used in user authentication (e.g., username/password combination), the Service Provider shall implement strong password controls on all compatible computing systems (including hand held and mobile devices) that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
- B. The Service Provider shall:
 - 1. Implement the following security controls on each server, workstation, or portable computing device (e.g., laptop or computer) that processes or stores sensitive or confidential information:
 - 2. Install a network-based firewall and/or personal firewalls;
 - 3. Continuously update anti-virus software on all systems;
 - 4. Institute a patch-management process including installation of all operating system/software vendor security patches; and
 - 5. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including but not limited to CDs and thumb drives) and on computing devices (including but not limited to laptops,

computers, cell phones, and tablets) with a solution that uses proven industry standard encryption algorithms.

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

6. Termination

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

- B. Judicial or Administrative Proceedings. CCHCS may terminate this ISA, effective immediately, if (i) Service Provider is found liable in a civil matter; or (ii) found guilty in a criminal matter proceeding for a violation of federal or State law, rules and/or regulations, in particular within the nature of information confidentiality and protection.
- C. Effect of Termination. Upon termination or expiration of this ISA for any reason, Service Provider shall return or destroy all CCHCS information received from CCHCS that Service Provider still maintains in any form, and shall retain no copies of such information; or, if return or destruction is not feasible, it shall continue to extend the protections of this ISA to such information, and limit further use of such information to those purposes that make the return or destruction of such information infeasible. This provision shall apply to information that is in the possession of contractors to the Service Provider and/or agents of the Service Provider.