



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

REQUEST FOR OFFER

INFORMATION TECHNOLOGY (IT) CONSULTING SERVICES
SENIOR PROJECT MANAGER

HEALTHCARE SCHEDULING AND TRACKING SYSTEM

RFO #12-022-ITS

August 1, 2012

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS), is requesting offers for a Senior Project Manager (Senior PM) to support the Health Care Scheduling and Tracking System (HCSTS) project and integrated projects. The Senior PM will provide management support to complete design efforts and successful implementation of the HCSTS project.

The term of the proposed Agreement is targeted for August 20, 2012, through February 20, 2013. CCHCS reserves the option to extend the Agreement for an additional six (6) months at the same rate of award and/or to add additional funds up to the maximum CMAS threshold. The contract award is subject to availability of funds approved for this purpose.

In submitting an offer Offeror agrees to the terms and conditions stated in this Request for Offer and in accordance with Offeror's authorized CMAS Agreement. All offers must be signed by an authorized officer of the company or firm who has legal and binding authority.

Offers are due by **4:00 p.m., Monday, August 13, 2012. Responses and any required copies must be submitted by electronic mail and clearly labeled to the department contact noted below.**

Department Contact:

California Correctional Health Care Services
Attention: Cynthia Basa
P.O. Box 4038
Sacramento, CA 95812-4038
(916) 324-8045
Cynthia.basa@cdcr.ca.gov

RESPONSE GUIDELINES

This RFO, Offeror's response, the California Multiple Award Schedules (CMAS) General Provisions – Information Technology (GSPD-401IT-CMAS, effective August 2010), and applicable IT Services Special Provisions will be made part of CCHCS' Purchase Order and/or procurement contract file.

Offers must be submitted electronically to the departmental contact address noted on page 1. All pages of Offeror's response received prior to due date and time will be considered. CCHCS is not responsible for any e-mail loss and/or failure to receive an Offeror's response. CCHCS assumes no responsibility if Offeror cannot transmit their response electronically to the departmental e-mail address and/or if the entire response is not received prior to Request for Offer (RFO) due date.

The delivery of any offer via U.S. mail, private delivery service, and/or by personal service will not be accepted by CCHCS. In the event of such delivery, CCHCS may consider the offer as non-responsive.

Offers submitted in response to this RFO must include all of the following information:

- Cover letter signed by the authorized officer of the company or firm who has legal and binding authority;
- Full legal name of Offeror's organization or firm, mailing address, telephone and facsimile numbers;
- Name, telephone number, and electronic mail (i.e., e-mail) address of Offeror's contact person;
- Submission date of Offer;
- A copy of Offeror's CMAS agreement that includes the California Department of General Services (DGS) logo, CMAS number, term, DGS' signature approval, and authorized rate(s) [i.e., supplement, exhibits, etc.];
- Copy of Liability Insurance Certificate;
Offeror must provide CCHCS with a Certificate of Insurance showing that there is liability insurance currently in effect for Offeror of not less than \$1,000,000, per occurrence, for bodily injury and property damage liability combined. The Certificate of Insurance must include the following provisions:
 - a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State;¹ and
 - b. The State of California is included as additional insured.
- Proof of Worker's Compensation Insurance;
Offeror shall provide CCHCS with a Certificate of Insurance showing that there is current workers' compensation insurance coverage for its employees who will be engaged in performance of the requested services. The Certificate of Insurance must include provision

¹ "Days" means calendar days unless otherwise specified.

that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

- Completed Rate Sheet (Exhibit B-1);

Exhibit B-1 (Rate Sheet) must provide: 1) description of deliverable(s); 2) deliverable task number; 3) cost per deliverable; and 4) total cost. The ensuing Agreement will be invoiced and reimbursed on a deliverable basis (i.e., fixed-cost).

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

Any modifications to SOW of the ensuing Agreement will be defined, documented, and mutually agreed upon by Contractor and CIO, or designee, and may be reimbursed on a time and materials rate or fixed-cost as proposed via work authorization.

- Offeror Declaration Form (GSPD-05-105);

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

The GSPD-05-105 can be found at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf#search=gspd%2005-105&view=FitH&pagemode=none>.

10. Offeror's Small Business and/or Disabled Veteran's Business Enterprise Certification, if applicable;

11. Completed Payee Data Record (STD 204) - (Attachment A);

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

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

14. Three (3) customer references for Offeror to verify engagement(s) similar in scope as requested in Exhibit A (Statement of Work);¹

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

15. Resumes of Offeror's proposed personnel must include all of the following:

- a. All relevant experience managing large and complex IT projects;
- b. A start and end date for each job cited;

¹ Customer references will be used for selection purposes.

- c. All relevant qualifications and experience(s); and
- d. Three (3) customer references.

16. Other Requirements:

Offeror's personnel may be required to complete the following documents.

a. Contractor Confidentiality Statement (Attachment B):

The Political Reform Act of 1974 (Government Code Sections 81000-91015) requires consultants to file a Contractor Confidentiality Statement certifying no personal or financial interest with the HCSTS project or related projects, and agreeing to keep all information concerning the project confidential.

b. Non-Disclosure Agreement (Attachment C)

c. Statement of Economic Interests (Form 700) - (Attachment D)

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

KEY DATES

Event	Date	Time
Release of Request for Offer	08/01/2012	
Questions or Clarifications Submittal (latest date)	08/07/2012	4:00 p.m.
Offer Response Submission Due Date	08/13/2012	4:00 p.m.
Comparison of Offers and Interview(s), if warranted.	08/14/2012 – 08/16/2012	
Best Value Determination – Selection of Vendor	08/17/2012	4:00 p.m.
Proposed Contract Start Date ¹	08/20/2012	

¹ Date subject to change.

SELECTION PROCESS

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

CCHCS' evaluation process is based on an industry best practice technique by the Software Engineering Institute (SEI) called progressive filtering. Progressive filtering represents a strategy enabling the selection of an item or service from a large set of potential candidates.

The process steps performed include:

1. Review proposals to ensure administrative criteria met:
 - a. Proposals are reviewed to ensure the submitted proposal contains all administrative sections required for contract purposes (e.g. Offer letter, CMAS, Proof of Insurance).
 - b. Failure to meet administrative criteria may result in rejection of the proposal.
2. Evaluate proposals based on technical and administrative criteria:
 - a. Proposals are scored against Technical and Administrative RFO requirements.
 - b. This step results in a Preliminary Technical Score & Preliminary Administrative Score.
3. Rank and select top (i.e., 3-4) proposals:
 - a. The Technical score (i.e., consultant qualifications) and Administrative score (i.e., firm qualifications) are used to select the top three to four (3-4) proposals.
4. Schedule and perform candidate interviews:
 - a. The candidate interviews are used to refine and validate assessed Technical and Administrative scores.
 - b. This step results in final Technical and Administrative scores.
5. Calculate final proposal score
 - a. Reference checks are performed at the discretion of the evaluation team. SB and/or DVBE status is verified through the California Department of General Services, Procurement Divisions (DGS-PD), Office of Small Business and DVBE Services (OSDS).
 - b. CCHCS may enter into contract negotiations at this time including, but not limited to, hourly rate/total cost negotiation.

Best Value Criteria

Technical Criteria:	60 Points
1. At least five (5) years of increasingly responsible project management experience applying the principles, methods, techniques, and tools necessary to develop, schedule, coordinate, and manage projects and resources, including integration, scope, time, cost, quality, human resources, communications, risks, and procurement management.	0-10
2. At least three (3) years experience as a full-time project manager of one or more large and complex information technology (IT) projects.	0-10
3. At least one (1) year experience managing application development projects with a variety of stakeholders and multiple project dependencies.	0-10
4. At least three (3) years of experience with business reengineering projects.	0-05
5. Working knowledge of the State contract and procurement processes for information technology goods and services.	0-05
6. Demonstrated leadership abilities and experience working with State staff, management, and executives.	0-05
7. Possession of a valid Project Management Professional (PMP) Certification from the Project Management Institute (PMI).	0-05
8. Experience with projects supporting correctional healthcare environments and processes.	0-05
9. Working experience and knowledge of California Project Management Methodology (CA-PMM) best practices.	0-05
Administrative Criteria:	15 Points
1. Completeness of response package;	0-05
2. Detailed resumes of proposed personnel describing detailed experience levels that support Statement of Work; and	0-05
3. Three (3) references for Offeror and/or company and/or firm	0-05
Cost:	30 Points
1. Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of available points.	0-30

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

EXHIBITS AND ATTACHMENTS:

- Exhibit A Statement of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit B-1 Rate Sheet
- Exhibit C CCHCS Special Provisions
- Attachment A Payee Data Record (STD 204)
- Attachment B Contractor Confidentiality Statement
- Attachment C Non-Disclosure Agreement
- Attachment D Statement of Economic Interests (Form 700)

EXHIBIT A STATEMENT OF WORK

A. BACKGROUND AND PURPOSE

The California Correctional Health Care Receivership Corporation is a non-profit organization created to house activities of the Federal Receiver. United States District Court Judge, Thelton E. Henderson, established the Receivership as the result of a 2001 class action lawsuit (Plata v. Brown) brought against the State of California over the quality of medical care in the State's prison system.

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

The above goals encompass key aspects of CCHCS' health care delivery system and the Receiver has initiated an organizational change to improve its medical and pharmacy programs. The California Correctional Health Care Services (CCHCS) was formed to oversee these changes.

CCHCS has embarked on a number of projects to achieve the Receiver's efforts in raising the level of health care of patient-inmates to constitutional standards. The goal of this effort is to improve business processes related to scheduling patients for medical, dental, mental health, and telemedicine appointments. An initial effort, known as Health Care Scheduling System (HCSS), was developed as a component to CDCR's Strategic Offender Management System (SOMS), which combines most aspects of offender management in a central system. The initial module – Intake, Movements, and Counts – was implemented at three women's institutions in 2011. Activities (e.g. training) associated with the HCSS solution showed additional development work was required prior to further deployment.

CCHCS has designed the Health Care Scheduling and Tracking System (HCSTS) to improve upon the initial HCSS strategy. HCSTS will integrate existing CCHCS clinical applications (e.g., Mental Health Tracking System (MHTS) and Interim Dental Tracking Database (IDTD), et al.) into one system. HCSTS provides scheduling solutions which includes the ability to schedule appointments in response to a request or need for health services, view a shared calendar of inmate activities, record the results of the encounter, and produce reports while satisfying court mandated reporting and tracking of patient-inmate appointments.

To accomplish project milestones on time, within budget, scope, and to the State's satisfaction, CCHCS seeks a Senior Project Manager (Senior PM) to oversee HCSTS ongoing project-related activities and ensure successful completion of the re-design and implementation of the HCSTS.

The consultant will report to CCHCS' HCSTS Project Portfolio Manager (PPM), or designee(s).

B. OFFEROR'S PROPOSED PERSONNEL QUALIFICATIONS

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

Mandatory Qualifications:

1. At least five (5) years of increasingly responsible project management experience applying the principles, methods, techniques, and tools necessary to develop, schedule, coordinate, and manage projects and resources, including integration, scope, time, cost, quality, human resources, communications, risks, and procurement management;
2. At least three (3) years experience as a full-time project manager of one or more large and complex information technology (IT) projects;
3. At least one (1) year experience managing application development projects with a variety of stakeholders and multiple project dependencies;
4. At least three (3) years of experience with business reengineering projects;
5. Working knowledge of the State contract and procurement process(es) for information technology goods and services.
6. Demonstrated leadership abilities and experience working with State staff, management, and executives;
7. Possession of a valid Project Management Professional (PMP) Certification from the Project Management Institute (PMI);
8. Experience with projects supporting correctional health care environments and processes; and
9. Working experience and knowledge of California Project Management Methodology (CA-PMM) best practices.

Desirable Qualifications:

1. Good understanding of State budget process;
2. Excellent verbal and written communication skills; and
3. Ability to work in a team environment as well as independently.

C. SCOPE OF SERVICES

The Senior PM shall be required to manage HCSTS and its integrated projects' scope, schedules, timelines, costs, risks and issues; execute project plans; measure and evaluate project progress; manage communications between project team members and internal/external stakeholders; manage and document project change requests; coordinate and oversee deployment efforts; support application development in transition to maintenance and operations; and facilitate project closure.

HCSTS will integrate the Interim Dental Tracking System (IDTD), Mental Health Tracking System (MHTS), Interim Medical Scheduling and Tracking System (IMSATS), Telemedicine Scheduling System (TMSS) and Healthcare Operational Database System (HCODS) into one over-arching system.

The Senior PM shall complete all of the following tasks and deliverables:

1. Review and Update Project Management Plans:

Contractor will:

1. Collaborate with CCHCS staff, contractors, and stakeholders, to reconfirm the HCSTS project scope and objectives, budget, timeline and deliverables, and update the Project Management Plan in accordance with the State of California Project Management Methodology (CA-PMM) and CCHCS guidelines;
2. Review Project Plans for HCSTS's integrated projects; and
3. Update or develop integration and implementation schedules to identify detailed tasks and activities, estimated level of effort, timelines and due dates, development artifacts and deliverables, and milestones to be met.

Specific Deliverable(s)

1. Update Project Management plan for HCSTS using templates provided by CCHCS;
2. Integrate and Implement Schedules for Interim Dental Tracking Database (IDTD);
3. Integrate and Implement Schedules for Mental Health Tracking System (MHTS);
4. Integrate and Implement Schedules for Interim Medical Scheduling and Tracking System (IMSATS);
5. Integrate and Implement Schedules for Telemedicine Scheduling System (TMSS); and
6. Integrate and Implement Schedules for Healthcare Operational Database System (HCODS).

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee.

2. Manage Project Progress:

Contractor will:

1. Facilitate project progress and assist in the identification and resolution of discrepancies;

2. Continually review project plan to ensure all tasks and deliverables are rendered according to CCHCS' Deliverable Expectation Documents (DED's);
3. Regularly monitor HCSTS and its integrated projects progress, resource utilization, budget consumption, and assets;
4. Measure and evaluate project progress against project plans;
5. Create status reports using templates provided by CCHCS and update project status in CCHCS' Project and Portfolio Management System (Clarity); and
6. Attend bi-weekly CCHCS IT Executive Project Readiness meetings and weekly CCHCS IT Regional Manager Project Status Meetings to update CCHCS Executives, IT Managers, Project Managers, and other stakeholders on progress.

Specific Deliverable(s)

1. Weekly project status summary reports using templates provided by CCHCS Project Management Office (PMO);
2. Monthly detailed project status reports using templates provided by CCHCS PMO;
3. Verbal updates at CCHCS IT Executive Project Readiness Meetings; and
4. Verbal and written updates at CCHCS IT Regional Manager Project Status Meetings, as requested.

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee.

3. Assess and Manage Project Risks and Issues:

Contractor will:

1. Identify all potential Project risks and estimate the likelihood or their occurrence(s); develop a plan to reduce the risk's likelihood, analyze the schedule and financial consequences, and develop strategies for minimizing possible consequences;
2. Develop a Risk Breakdown Structure Report for HCSTS and its integrated projects;
3. Monitor HCSTS and its integrated projects to identify risks and issues as they arise;
4. Ensure prompt resolutions of issues, and escalate issues to the PPM when necessary. Regularly log, track and update risks and issues in Clarity;
5. Produce weekly risk assessment and resolution reports for the HCSTS PPM;
6. Develop impact analyses for PPM's, Stakeholder(s), and/or Executive Management that provide solutions to possible and known risks; and
7. Meet with CCHCS Project Oversight team to discuss risks and issues, and provide monthly reports using templates provided by PMO.

Specific Deliverable(s)

1. Risk Breakdown Structure Report for HCSTS and its integrated projects;
2. Weekly risk assessment and resolution update reports;
3. Monthly risk and issue impact analyses; and
4. Monthly risk and issue reports for CCHCS Project Oversight.

Acceptance Criteria:

Approval of deliverables by CCHCS' HCSTS PPM or designee.

4. Manage Schedules and Timeline(s):

Contractor will:

1. Evaluate HCSTS' existing schedules, timelines and Schedule Management Plan;
2. Develop updated activity duration estimates and identify discrepancies in existing schedules;
3. Define any cross-project dependencies;
4. Prepare written reports for HCSTS' PPM that identify any necessary schedule changes or modifications;
5. Update the existing project schedules and timelines in MS Project and/or Clarity as specified by CCHCS PMO staff;
6. Perform weekly project schedule updates.
7. Coordinate activities and tasks of multiple project teams comprised of contracted and state staff;
8. Monitor progress and make adjustments to project tasks and their dependencies as required to meet milestones; and
9. Present and participate in CCHCS' IT Regional Manager Project Status Meetings to address schedule overlaps, as requested.

Specific Deliverable(s)

1. Initial updated project schedules and timelines for HCSTS; and
2. Weekly updates to project schedules and timelines

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee.

5. Communication Management:

Contractor will:

1. Determine the information and communication needs of the HCSTS project stakeholders: who they are (i.e. business end users, state personnel at institutions, Project Sponsors, PMO staff, application developers, etc.), what their level of interest and influence is on the project, who needs what information, when will they need it, and how it will be given to them;
2. Update Communications Management Plan to ensure that all stakeholders, internal and external, receive timely and accurate information about the project;
3. Communicate with HCSTS project team(s) so they fully understand expectations and expected contributions to success of the project (i.e., keeping them focused on the goals of the project, listening carefully, providing feedback, and resolving conflicts); and
4. Coordinate and participate in on-and-off site meetings; daily progress/coordination stand-up meetings/conference calls; quality assurance meetings; team meetings;

information gathering and fact finding sessions; working sessions; presentations and other activities requested by the HCSTS PPM or designee.

- i. Such meetings and administrative tasks are estimated to take a minimum of fifteen (15) hours per week.

Specific Deliverable(s)

1. Approved Communication Management Plan
2. Regular communication with HCSTS project team(s); and
3. Participate in and coordinate meetings and administrative tasks.

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee.

6. Manage Project Costs:

Contractor will:

1. Coordinate with project sponsors and CCHCS Project Management and Fiscal Management Offices to manage project spend plan and monitor actual project costs within approved budget.

Specific Deliverable(s)

1. Update project spend plan using templates provided by CCHCS PMO;
2. Monthly review of project expenditure consumption reports generated and provided by CCHCS' PMO; and
3. Monthly meetings with Fiscal Management Office (estimated 0.5 hr. per meeting).

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee.

7. Support Compliance with CCHCS Enterprise Architectural (EA) Standards, Policies, and Best Practices:

Contractor will:

1. Plan, manage, and ensure the execution of application development activities to align with the standards, policies, and best practices established by CCHCS' Enterprise Architecture (EA);
2. Attend meetings related to EA standards and best practices (e.g. Enterprise Architectural Control Board (EAB) meetings); and
3. Facilitate and document justifications, deviations, and exemptions from CCHCS' EA standards and best practices.

Specific Deliverable(s)

1. Documented justification and analysis for exemptions, if any, for deviating from EA standards and best practices; and
2. Attend meetings EAB meetings.

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee.

8. Maintenance and Operations Transition Planning:

Contractor will:

1. Develop Maintenance and Operations (M&O) Transition Plan in accordance with CA-PMM, SIMM Section 17A, and using templates provided by CCHCS;
 - i. M&O Transition plan shall contain, at minimum: a) participants related to HCSTS' continuing operations and their roles and responsibilities; and b) all steps to move to operations mode; schedules, timelines and milestones; and training plans and schedules.

Specific Deliverable(s)

1. Approved M&O Transition Plan.

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee.

9. Configuration/Change Control Management:

Contractor will:

1. Interface with end-users including institutional medical staff and CCHCS management to manage application enhancement and change requests, justifications, estimated costs of changes, and impact to project scope and schedules;
2. Document and address project change requests using templates provided by CCHCS; and

3. Adhere to CCHCS' portfolio change control management framework, processes, and procedures.

Specific Deliverable(s)

1. Documented project change requests in templates provided by CCHCS PMO for review and decision by CCHCS management.

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee.

10. Deployment Coordination and Oversight:

Contractor will:

1. Review existing HCSTS strategies for deployment in thirty (30) men's institutions and conversion from HCSS to HCSTS at three (3) women's institutions;
 - i. Work with deployment team to update deployment strategy as needed.
2. Coordinate, facilitate and attend webinars, conference calls, on-site meetings, workshops, and other communications between trainers, deployment team, institutional staff, Project sponsors, and stakeholders;
3. Coordinate with deployment, change management and training team leads to ensure all components are included in deployment plan for each institution;
4. Oversee data migration and data verification and/or validation efforts during migration from legacy scheduling systems;
5. Monitor deployment efforts and respond to issues as they arise; and
 - i. Ensure any issues or concerns are remediated immediately;
 - ii. Follow up on issues to ensure successful resolution; and
 - iii. Document issues and remediation, and provide Lessons Learned reports to deployment, training, or other teams to ensure issues do not arise again.
6. Produce weekly written deployment update reports including any issues and lessons learned.

Specific Deliverable(s)

1. Written Deployment Strategy for each of the thirty three (33) adult institutions;
2. Successful deployment of HCSTS to thirty (30) men's institutions;
3. Successful conversion from HCSS to HCSTS in three (3) women's institutions; and
4. Weekly written deployment updates.

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee

11. Project Closure:

Contractor will:

1. Facilitate project closure to ensure it ends in an organized manner and in accordance with CCHCS requirements;

2. Coordinate and facilitate transition to M&O in accordance with the approved M&O Transition Plan;
3. Complete project closure reports using templates provided by CCHCS;
4. Use Project Closure Checklist identified in the CA-PMM Reference Manual and provided by CCHCS to ensure that all major closeout activities are followed that may include, but are not limited, to the following:
 - A. Finalize project documentation;
 - B. Dispose of data and/or return master media;
 - C. According to the agreed upon data retention policy, back up all files and databases related to the project;
 - D. According to agreed upon data retention policy, securely erase (i.e., wipe) all temporary media and or network files that are not part of the deliverable(s) or work files;
 - E. Meet with the M&O Team;
 - F. Close system access;
 - G. Complete Internal Team Post Project Review;
 - H. Complete Stakeholder Post Project Review;
 - I. Complete Sponsor Post Project Review;
 - J. Consolidate final work paper set and submit to appropriate entity;
 - K. Archive all documents in appropriate location; and/or
 - L. Generate Lessons Learned document.

Specific Deliverable(s)

1. Successful transition to M&O; and
2. Completed Project Closure reports and checklists.

Acceptance Criteria

Approval of deliverables by CCHCS' HCSTS PPM or designee.

D. DELIVERABLE ACCEPTANCE CRITERIA

- 1 All work shall be submitted to the CCHCS HCSTS PPM, or designee, for review, approval, or rejection;
 - i. A Deliverable Expectation Document (DED) must be submitted and approved by CCHCS at the start of Contractor performance for each deliverable to ensure that format and content meet CCHCS' expectations;
 - ii. A Deliverable Acceptance Document (DAD) must be submitted with each deliverable completed (including partial performance) by Contractor and approved by CCHCS; and
 - iii. Format of DED and DAD forms will be mutually agreed upon by Contractor and CCHCS.

2. It is CCHCS' sole determination as to whether a deliverable has been successfully completed and is acceptable to CCHCS;
 - i. Contractor must submit a "final draft" version of the deliverable to CCHCS for review and comment prior to submittal of the final deliverable; and
 - ii. CCHCS will review and validate deliverable(s) prior to final acceptance.
3. All documents, analyses, reports, recommendations, white papers, and diagrams will be submitted to CCHCS' HCSTS PPM, or designee, and produced using the following tools:
 - i. Microsoft Word;
 - ii. Microsoft PowerPoint;
 - iii. Microsoft Visio;
 - iv. Microsoft Excel;
 - v. Microsoft Outlook;
 - vi. Microsoft Project; and
 - vii. Clarity.

E. ASSUMPTION AND CONSTRAINTS

1. Any modifications to SOW of the ensuing Agreement will be defined, documented, and mutually agreed upon by Contractor and CCHCS' HCSTS PPM, or designee.
2. Services not specified in Scope may only be performed pursuant to a work authorization signed by CCHCS.
3. CCHCS reserves the right to renegotiate services deemed necessary to meet the needs of the project according to State priorities. CCHCS and Contractor shall mutually agree to all changes; and renegotiated services outside the scope of original contract may require control agency approval prior to commencement of work.
 - i. Work Authorization

Either party may at any time propose a change to Scope. If Contractor believes that such change will increase Contractor's costs or delay completion, the parties will negotiate in good faith to try to accommodate such requests. Contractor will price any additional fees, at CCHCS' option, based on time and material rate(s) or fixed cost. Contractor will disclose and explain to CCHCS its method of pricing a change order. At CCHCS' request, the parties will use project estimation tools to aid in determining pricing and to ensure that it is competitive in the marketplace. No change will be effective unless and until set forth in a written amendment to the Agreement, which is approved and signed by the parties. Any agreed upon modifications will be performed by Contractor in accordance with the amendment and Agreement provisions. Any failure to agree to a proposed change will not impair the enforceability of other Agreement terms or in Scope.
4. CCHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Agreement. Both parties are responsible for communicating any potential problem(s) or issue(s) to CCHCS' HCSTS PPM, or designee, and the Contractor, respectively, within eight one (1) business day of becoming aware of said problem(s).

5. Contractor must submit, in advance, a resume of all personnel substitutions. All Contractor personnel substitutions must be approved by the CCHCS' HCSTS PPM, or designee, prior to substituted personnel commencing work.
6. CCHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel.
7. Contractor represents that it has, or shall secure at its own expense, all staff to perform services described in the ensuing Agreement.
8. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. CCHCS ROLES AND RESPONSIBILITIES

1. CCHCS will provide cubicle accommodations at 660 J Street, Sacramento, California or at another designated location in the greater Sacramento area.
 - i. Accommodations may include a desk, telephone, computer hardware, and software necessary for performance of the work.
2. CCHCS will not provide consultant(s) with smart phones, cell phones, etc.
3. CCHCS will be responsible to monitor and review services as invoiced.
4. CCHCS will help resolve and escalate issues within the organization, as necessary.
5. CCHCS may provide Contractor access to applicable files, reports, contracts, documents, and other relevant information.
6. CCHCS will provide staff availability for consultation meetings.
7. Provision of clerical or other support services is strictly at the option of CCHCS.
 - i. Contractor should assume that CCHCS will not provide any assistance of a clerical nature for documents or telephone support.

G. CONTRACTOR ROLES AND RESPONSIBILITIES

In addition to Scope of Services specified in Item C, above, Contractor is required to do all of the following:

1. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C (Special Provisions).
 - i. By accepting Agreement, Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit C;
2. Return all State property including security badges, computer laptop, work products, etc., prior to termination of Agreement;
3. Be tested for Tuberculosis and certified to be free of tuberculosis on the TB Infectious Free Staff Certification in order to gain entrance to the Institutions;
4. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form in order to gain entrance to the institutions;
5. Agree to abide by the Digest of Laws Related to Association with Prison Inmates; and
6. Perform any other duties as requested by CCHCS' HCSTS PPM or designee providing the request is done in compliance with Section E, item 3 of this Exhibit.

H. PERIOD OF PERFORMANCE

It is anticipated that the ensuing Agreement will begin August 20, 2012 through February 20, 2013.

- i. CCHCS reserves the option to extend Agreement for up to twelve (12) additional months at two (2) six-month intervals, or less, at the same rate of award and/or to add additional funds up to the maximum CMAS threshold.
- ii. CCHCS reserves the right to limit service(s) being performed by Contractor's assigned personnel.

I. EVALUATION OF CONTRACTOR

The HCSTS PPM, or designee, will complete a written evaluation of Contractor's performance under the ensuing Agreement within sixty (60) days following the term end date. The evaluation shall be prepared on the Contract/Contractor Evaluation Form (STD 4) and maintained in the Agreement file for three (3) years.

- iii. If 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 Contractor within fifteen (15) days, following completion of the evaluation.

"Days" means calendar days unless otherwise specified.

J. TERMINATION

Notwithstanding provisions #21, #22, and #23 of the State's General Provisions – IT (GSPD 401-IT, effective 08/2010), CCHCS reserves the right to terminate the ensuing Agreement immediately with or without cause.

K. CCHCS CONTRACT MANAGER

HCSTS PROJECT PORTFOLIO MANAGER
Project Management Office
California Correctional Health Care Services
P.O. Box 4038
Sacramento, California 95812-4038

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered and upon receipt and approval of invoices, CCHCS agrees to pay Contractor on a deliverable basis (i.e., Fixed Price) in accordance with Exhibit B-1 (Rate Sheet).
- i. During execution of each task, which involves delivery of identified deliverables, and upon CCHCS' approval, Contractor may submit periodically to CCHCS invoices reflecting a pro-rata cost of the task based on the following:
- a. Number of work hours expended by Consultant in performance of each task divided by the number of work hours scheduled for the task, less a ten-percent (10%) withhold, less any amount(s) previously invoiced; and
- b. Signed acceptance of a Deliverable Expectations Document (DED) for task(s) performed by Contractor from CCHCS' CIO or designee, that clearly identifies stages of progress as reflected in written status reports submitted with invoices.
- ii. Upon completion of a deliverable in accordance with the acceptance criteria set forth in Exhibit A (Statement of Work), the full charge for such deliverable, less amount(s) previously invoiced to CCHCS, may be submitted for payment.
- a. A Deliverable Acceptance Document (DAD) must be approved by CCHCS' HCSTS PPM or designee, before approval of Contractor's invoice for payment.
- B. Contractor invoices shall not be submitted more frequently than monthly to the CCHCS.
- C. Invoices reflecting progress payments shall not exceed ninety percent (90%) of the total amount of this Agreement, with the balance to be invoiced upon successful completion of all deliverables.
- i. It is CCHCS' sole determination as to whether all deliverables haven been successfully completed and are acceptable to CCHCS.
- ii. Payment of Contractor's total 10% withhold is subject to completion of all deliverables and acceptance of final written report to the satisfaction of CCHCS.
- D. All invoices shall be submitted in triplicate on Contractor's letterhead and include the CCHCS Purchase Order and Agreement numbers, Consultant's name, task title, task and/or deliverable title, and invoice total.
- ii. Any invoices submitted without the above referenced information may be returned to Contractor for revision(s).

E. Contractor shall address and submit all invoices to:

IT ACQUISITIONS
Administrative Support Division
California Correctional Health Care Services
P.O. Box 4038
Sacramento, California, 95812-4038
ATTENTION: JOSIE PROVERBS

2. BUDGET CONTINGENCY CLAUSE

- a. 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.
- b. 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.

3. 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.

4. TRAVEL AND MISCELLANEOUS EXPENSES

Travel outside the greater Sacramento metropolitan area may be necessary as CCHCS has correctional institutions and regional offices located throughout the State.

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

No travel or parking within the Sacramento metropolitan area will be paid. Any and all travel-related activities or expenses shall be borne by Contractor within their offered deliverable rate(s)

EXHIBIT B-1 RATE SHEET

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

This Agreement will be invoiced and reimbursed on a deliverable basis subject to the provisions in Exhibit B (Budget Detail and Payment Provisions), and approval by CCHCS' HCSTS PPM, or designee, of tasks or deliverables performed by Senior PM.

Deliverable Description	Estimated Hours	Deliverable Cost
1.1 - Updated Project Management Plan		
1.2 - Integration and Implementation Schedule-IDTD		
1.3 - Integration and Implementation Schedule-MHTS		
1.4 - Integration and Implementation Schedule-IMSATS		
1.5 - Integration and Implementation Schedule-TMSS		
1.6 - Integration and Implementation Schedule - HCODS		
2.1 - Weekly Project Status Reports		
2.2 - Monthly Project Status Reports		
2.3 - Bi-Weekly Briefing at Project Readiness Meetings		
2.4 - Weekly Briefing at Project Status Meetings		
3.1 - Risk Breakdown Structure Report		
3.2 - Weekly Risk Assessment Reports		
3.3 - Monthly Risk and Issue Impact Analyses		
3.4 - Monthly Risk and Issue Reports for Project Oversight		
4.1 - HCSTS Project Schedule and Timelines		
4.2 - Weekly Project Schedule Updates in Clarity		
5.1 - Communication Management Plan		
5.2 - Project Team Communication		
5.3 - Meetings and Administrative Tasks		
6.1 - Updated Project Spend Plan		
6.2 - Monthly Expenditure Report Review		
6.3 - Monthly Fiscal Management Meetings		
7.1 - EA Exemption Justification and Analysis		
7.2 - EAB Meeting Minutes		
8.1 - Maintenance and Operations Transition Plan		
9.1 - Documented Project Change Requests		
10.1 - HCSTS Deployment Strategy (33)		
10.2 - Deployment at Men's Institutions		
10.3 - Conversion at Women's Institutions		
10.4 - Weekly Written Updates		
11.1 - Transition to Maintenance and Operations		
11.2 - Completed Project Closure Reports		
TOTAL		

EXHIBIT C
CCHCS SPECIAL PROVISIONS

1. ACCOUNTING PRINCIPLES

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

2. SUBCONTRACTOR/CONSULTANT INFORMATION

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

3. EMPLOYMENT OF EX-OFFENDERS

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

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

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

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

4. LICENSES AND PERMITS

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

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

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

5. CONFLICT OF INTEREST

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

a. Contractors and Their Employees

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

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

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and

- (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

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

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, “affiliated company, person or business” means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor’s owners, officers, principals, directors and/or shareholders, either directly or indirectly. “Affiliated companies, persons or businesses” include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor’s owners, officers, principals, directors and/or shareholders.

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

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

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

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

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

6. DISCLOSURE

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

7. SECURITY CLEARANCE/FINGERPRINTING

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

8. NOTIFICATION OF PERSONNEL CHANGES

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

9. NON ELIGIBLE ALIEN CERTIFICATION

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

The following provisions apply to services provided on departmental and/or institution grounds:

10. BLOODBORNE PATHOGENS

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

11. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with

inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular contact is defined as having contact with inmates/parolees in confined quarters more than once a week.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. CLOTHING RESTRICTIONS

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

14. TOBACCO-FREE ENVIRONMENT

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

15. SECURITY REGULATIONS

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

16. GATE CLEARANCE

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

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

17. BUSINESS ASSOCIATE AGREEMENT

The awarded Contractor will be required meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder. The Business Associate Agreement can be located at the link below:

http://www.cdcr.ca.gov/Divisions_Boards/Plata/HIPPA_ExhibitG.html.

18. ELECTRONIC WASTE RECYCLING

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

**ATTACHMENT A
PAYEE DATA RECORD (STD 204)**

The Payee Data Record (STD 204) can be located at the link below:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

**ATTACHMENT B
CONTRACTOR CONFIDENTIALITY STATEMENT**

I understand that Consultant can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). I certify that I have read and understand Conflict of Interest provisions identified in the online presentation “Ethics Orientation for State Officials” sponsored by the State of California Department of Justice, Office of the Attorney General and the Fair Political Practices Commission.

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for the HCSTS project (RFO #12-022-ITS). For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality Agreement, all information concerning the planning, processes, development or procedures of the Project and all bids, proposals, correspondence, etc. which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, any aspect of any supplier’s response or potential response to the solicitation, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I must still keep all Project information confidential. I understand that following completion of this project that I must still maintain confidentiality should the Project and/or my organization be subject to follow-on contracting criteria per Public Contract Code §10365.5. I agree to follow any instructions provided related to the Project regarding the confidentiality of Project information.

I fully understand that any unauthorized disclosure I make may be grounds for civil or criminal penalties and/or contract termination. I agree to advise the Director of the CCHCS Project Management Office immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this Agreement. I also agree that any questions or inquiries from bidders, potential bidders or third parties shall not be answered by me and that I will direct them to CCHCS’ Project Management Office.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____ Telephone Number: _____

Fax Number: _____

Email Address: _____

**ATTACHMENT C
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 HCSTS. Based on my involvement with the HCSTS Project, where applicable, I certify that I have no personal or financial interest and no present employment or activity, which would be incompatible with my participation in the discussions, review and or participation in the procurement process for the HCSTS Project and related initiative(s), procurement(s), or trainings thereof.

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

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

Signature: _____ Date: _____

Printed Name: _____

Title _____

Organization: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

**ATTACHMENT D
STATEMENT OF ECONOMIC INTERESTS (FORM 700)**

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

<http://www.fppc.ca.gov/index.php?id=500>