



# CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS AND REHABILITATION

REQUEST FOR OFFER FOR  
INFORMATION TECHNOLOGY (IT) PROJECT MANAGER

LEVERAGED PROCUREMENT AGREEMENT (LPA)  
CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
INFORMATION TECHNOLOGY (IT) PROJECT MANAGER  
RFO # SD15-00051

**Addendum #1**

June 17, 2016

Addendum #1 includes the following changes:

1. Cover page offer due date originally listed as Friday June 17, 2016, 2:00 PM (PST); Changed to Tuesday June 21, 2016, 9:00 AM (PST);
2. Page 3 – Response Guidelines Item # 18 added “and two (2) candidate references”;
3. Page 5 – Key Dates Event #4 removed 06/17/2016 2:00 PM and replaced with 06/21/2016, 9:00 AM;
4. Page 34 – Attachment 3 – Contractor Confidentiality Statement, removed “2 Project Managers for the PMO (RFO #SD14-00090)” and added “this contract”;
5. Pages 1 through 39, updated header to include RFO #SD15-00051 Addendum #1

All changes have been made in **red** and all deletions have been strike through. Thank you.

Sincerely,

Kimberley Hettrick, Contract Analyst  
California Correctional Health Care Services  
916-691-4775

[Kimberley.hettrick@cdcr.ca.gov](mailto:Kimberley.hettrick@cdcr.ca.gov)



# CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



## STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

### REQUEST FOR OFFER FOR INFORMATION TECHNOLOGY (IT) PROJECT MANAGER

#### LEVERAGED PROCUREMENT AGREEMENT (LPA) CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) INFORMATION TECHNOLOGY (IT) PROJECT MANAGER

RFO # SD15-00051

**Addendum #1**

June 17, 2016

The California Department of Corrections and Rehabilitation (CDCR) and California Correctional Health Care Services (CCHCS) are soliciting offers for one (1) IT Project Manager. All submitted offers must comply with the instructions found herein. Please refer to Exhibit A, Statement of Work (SOW).

The proposed term of this Agreement is July 1, 2016 through June 30, 2017 with an option to extend the Agreement for up to one (1) twelve (12) month term at the rates indicated in the original Agreement, if it is in the best interest of the State and in accordance with the California Multiple Award Schedules (CMAS) terms and conditions.

The Agreement award is subject to and contingent upon the availability of funds approved for this purpose. The original Agreement shall not exceed \$250,000.00.

All offers must include a cover letter with original signature by an authorized company officer who has legal and binding authority. No electronic signatures will be accepted (e.g. DocuSign). By submitting an offer, a firm agrees to the terms and conditions stated in this Request for Offer (RFO) and in accordance with an authorized CMAS contract administered by the Department of General Services, Procurement Division (DGS/PD).

Offers are due by ~~Friday June 17, 2016, 2:00 PM, Pacific Standard Time (PST)~~  
**Tuesday June 21, 2016, 9:00 AM, Pacific Standard Time (PST)**. Responding offers and any required copies must be submitted per the instructions herein.

#### **Department Contact:**

CCHCS – Acquisitions Management, Contracts Unit

Kimberley Hettrick

8260 Long Leaf Dr. D-2

Elk grove, CA 95758

(916) 691-4775

[Kimberley.hettrick@cdcr.ca.gov](mailto:Kimberley.hettrick@cdcr.ca.gov)

## RESPONSE GUIDELINES

Offers may be submitted electronically, via U.S. mail, private delivery service and/or by personal delivery service to the departmental contact address noted on page 1. If the offer is submitted electronically, the offeror is required to deliver a hard copy of the offer with original signatures within 2 business days of RFO offer submission due date. All pages of Offeror's response received prior to due date and time will be considered.

This RFO and the selected CMAS supplier's response will be made part of the CDCR/CCHCS Agreement file and may be subject to Public Records Act (PRA) requests per California Government Code (GC) Section 6253.

CDCR/CCHCS are not responsible for any non-receipt of any documentation prior to the closing date. CDCR/CCHCS assumes no responsibility if Offeror cannot transmit their response electronically to the department's e-mail address and/or if the entire response is not received prior to RFO due date. In the event of such delivery, CDCR/CCHCS may consider the offer as non-responsive.

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

1. Cover letter, including submission date, original signature by an authorized officer of the company who has legal and binding authority to execute an Agreement;
2. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment B, Offer Certification Sheet. The signature must indicate the title and/or position that the individual holds in the firm. An unsigned Offer shall be eliminated from further consideration;
3. Name, telephone number, and electronic mail (i.e., e-mail) address of Offeror's contact person;
4. Date of the submitted offer;
5. The Offeror's complete CMAS Agreement, including the cover page with the Department of General Services' (DGS's) logo, contract number, CMAS term dates, and the DGS Contract Administrator's signature, plus any supplements. If applicable, a complete copy of the Federal General Service Administration (GSA) Schedule against which the supplier's CMAS is procured, including the GSA Rate Sheet.
6. Copy of valid business license;
7. Contractor's California Small Business and/or Disabled Veteran's Business Enterprise (DVBE) Certification, if applicable.
8. Completed Rate Sheet (Exhibit B-1);  
This rate sheet must show labor categories offered and hourly rates at or below those specified in the CMAS. The ensuing contract will be invoiced and paid in accordance with the contract's Statement of Work, Payment Terms subject to completion, and approval by CCHCS' Project Manager, or designee, of tasks or deliverables as performed by Contractor;
9. Bidder Declaration Form (GSPD-05-105) (Attachment 8)

All Offerors must complete the Bidder Declaration (GSPD-05-105) form and include it with the offer response. When completing the declaration, Offerors must identify all subcontractors proposed for participation in the contract. The Offerors awarded the contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution incorporated by amendment to the contract;

10. Prior to award contractors may be requested to submit additional written clarifying information (e.g., STD. 843 – Disabled Veteran Business Enterprise Declaration, etc.). Failure to submit requested information may eliminate the offer from further consideration;
11. Completed Payee Data Record (STD. 204) (Attachment 7);
12. A statement that the Contractor and all Contractor staff are willing to sign a Confidentiality Statement and Non-Disclosure Agreement (Attachment 4).
13. Completed Project Methodology Statement (Attachment 5).

When responding to an RFO associated with a CDCR IT project, Offerors must include a declaration agreeing to comply with and utilize the CA-PMM and the CDCR-PMM, including the use of CDCR's schedule management tool.

14. The total number of years the company has been in business performing services as described in Exhibit A, SOW.
15. A statement outlining the Contractor's qualifications as listed in Exhibit A, SOW.
16. A detailed description of Contractor's Methodology for completing the services requested in Exhibit A (Statement of Work), Section B (Scope of Services) including, but not limited to, the functions, roles, and responsibilities of contractor personnel (i.e., individual consultant);
17. A description of Offeror's expertise and experience (e.g., type of services rendered, projects completed, etc.) providing project management services as requested in Exhibit A (Statement of Work);
18. At least two (2) company client references **and two (2) candidate references** (Attachment 6) from prior engagements (Government or private entities), including contact person, telephone number and e-mail address for each reference. Descriptions must include the department/project name that relates to the experience of the proposed candidate. Multiple references for one candidate must not be from the same engagement.
  - a. Include a brief narrative of project description and Offeror's role for each reference provided.
19. Resumes of Contractor personnel must include all of the following:
  - a. All relevant work experience;
  - b. A start and end date for each job cited; and

c. All relevant degree(s) and/or certifications.

20. Provide copies of pertinent degree(s) and/or certifications required for a Project Manager based on the IT Consulting Services CMAS requirements;

21. Provide samples of written documentation developed by each proposed Candidate demonstrating excellent, effective, analytical, and oral and written communication skills. Remove any references in the report that identify a customer for whom work was performed;

22. Other Requirements:

Contractor's staff will be required to complete the following documents upon award.  
**Do not submit these documents with an offer.**

a. Copy of Liability Insurance Certificate;

Offeror must provide CDCR/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:

1. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
2. The State of California is included as additional insured.

b. Proof of Worker's Compensation Insurance;

Offeror shall provide CDCR/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 that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

c. Contractor Confidentiality Statement (Attachment 3):

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 project or related projects, and agreeing to keep all information concerning the project confidential.

d. Statement of Economic Interests (Form 700), which can be found at <http://fppc.ca.gov/index.php?id=500>.

## KEY DATES

Interested Offerors may submit questions and/or requests for clarification, via e-mail on or before the date listed below for Event # 2 to [kimberley.hettrick@cdcr.ca.gov](mailto:kimberley.hettrick@cdcr.ca.gov). CDCR/CCHCS responses to Offerors' questions that provide new or additional information will be provided to all Offerors.

Event	Date	Time
1. Release of RFO	06/10/2016	
2. RFO Questions Due	06/14/2016	2:00 PM (PST)
3. RFO Response to Questions	06/15/2016	
4. RFO Offer Submission Due Date	<del>06/17/2016</del> 06/21/2016	<del>2:00 PM</del> 9:00 AM (PST)
5. Offer Assessment*	06/20/2016 - 06/24/2016	
6. Notification of Selection*	06/29/2016	
7. Proposed Agreement Start Date*	07/01/2016	

\*Dates subject to change

CDCR/CCHCS reserves the right to reject all Offers and reissue this RFO. By State law, the Contractor selected for this engagement may be precluded from participating in subsequent solicitations to provide consulting services for other related projects. Interviews are not required and may be conducted at the sole discretion of the State.

## **SUBMISSION OF OFFER**

Offers may be submitted electronically, via U.S. mail, private delivery service and/or by personal service to the address below by the dates and times shown in the above section. The offer must reference the RFO number. If the offer is submitted electronically, the offeror is required to deliver a hard copy of the offer with original signatures within 2 business days of RFO offer submission due date. All pages of Offeror's response received prior to due date and time will be considered.

All offers must be submitted to:

**Department Contact:**  
CCHCS – Acquisitions Management, Contracts Unit  
Kimberley Hettrick  
8260 Long Leaf Dr. D-2  
Elk grove, CA 95758  
(916) 691-4775  
[Kimberley.hettrick@cdcr.ca.gov](mailto:Kimberley.hettrick@cdcr.ca.gov)

**Note to Offerors:** It is the sole responsibility of the Offeror to contact the Department Contact, listed above, for this RFO to verify receipt of the submitted offer.

## **SELECTION PROCESS**

All Offers will be reviewed for responsiveness to the requirements of this RFO. Incomplete Offers will not be considered. If a response is missing required information, it will be eliminated from further consideration.

The CDCR/CCHCS Assessment and Selection Team will compare responsive offers based on the "Best Value" method that includes costs as a factor. "Best Value" will be determined based on the criteria listed below:

- Completeness of Offer (Pass/Fail)
- Contractor Qualifications
- Contractor References
- Cost as indicated in Exhibit B-1, Rate Sheet

Contractor must meet the Mandatory Qualifications in order to be considered for selection. Contractor's resumes will be compared based on stated and verified experience against the Mandatory (and Desirable) Qualifications listed in Exhibit A, SOW, Section B, Mandatory Qualifications. Contractor interviews are not a part of the selection process; however, they may be conducted at the sole discretion of the State.

The CDCR/CCHCS reserve the right to reject all offers. The CDCR/CCHCS are not required to award an agreement. Before submitting a response to this RFO, offerors should review, correct all errors and confirm compliance with the RFO requirements.

## **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
Exhibit D	Business Associate Agreement
Attachment 1	Required Attachment Checklist
Attachment 2	Offer Certification Sheet
Attachment 3	Contractor Confidentiality Statement
Attachment 4	Non-Disclosure Agreement
Attachment 5	Project Management Methodology Statement
Attachment 6	Offeror Client/Staff References
Attachment 7	Payee Data Record (STD 204)
Attachment 8	Bidder Declaration (GSPD-05-105)

## **EXHIBIT A STATEMENT OF WORK**

### **A. BACKGROUND AND PURPOSE**

The California Department of Corrections and Rehabilitation (CDCR) and California Correctional Health Care Services (CCHCS) are assuming responsibility for three licensed inpatient mental health facilities on institutional grounds at Salinas Valley State Prison in Soledad, California Medical Facility in Fairfield, and California Health Care Facility in Stockton. These programs provide inpatient mental health care services that are currently managed within the California Department of State Hospitals (DSH), and include housing, treatment, support, and administration services.

The CDCR's Facility Planning, Construction and Management (FPCM), seeks an experienced Project Manager (PM) who will have responsibility for management and oversight of all components of transition of the identified programs from DSH to CDCR/CCHCS. The PM will work directly with various stakeholders across all agencies and will report to the Deputy Director, Activation Management or his/her selected representative.

### **B. MINIMUM REQUIREMENTS**

#### **1. Company Qualifications**

The Company must have a minimum of two (2) years' experience and expertise providing Information Technology (IT) Project Management consulting services.

#### **2. Consultant Qualifications**

The Contractor shall assign at least one full time PM for the projects associated with this Agreement. The Consultant shall meet all Mandatory Qualifications in order to be considered for assessment. The Consultant's resume shall be compared based on stated and verified experience, degree(s), license(s) and certification(s) against both the Mandatory and Desirable Qualifications.

##### **a. Mandatory Qualifications**

1. Minimum of five (5) years of increasingly responsible project management experience applying the principles, methods, techniques, and tools for developing, scheduling, coordinating, and managing projects and resources including integration, scope, time, cost, quality, human resources, communications, risk and procurement management;
2. Minimum of three (3) years experience in a management capacity as a full-time project manager of one or more large, complex projects (\$40 million or above)

**b. Desirable Qualifications**

1. Project Management Professional (PMP) Certification (submit certification with response, if applicable)
2. Equivalent to graduation from an accredited college with a bachelor's degree;
3. Demonstrated ability to ask penetrating questions, detect unstated assumptions and resolve conflicts, as well as more general management skills (provide examples of identified conflicts and the resolution you achieved);
4. Understanding of State budget process;
5. Experience with projects supporting correctional environments and processes;
6. At least Intermediate skill level with Microsoft Office desktop products;
7. Advanced skill level with Microsoft Office Project.
8. Outstanding grasp of information technology concepts and processes; and
9. Knowledge of state policy and governance processes.

**c. SCOPE OF SERVICES**

The Activation PM shall be required to perform activities and tasks in support of this SOW that will be determined and scheduled by the Deputy Director, Activation Management, or his/her selected representative, assisted by the selected Contractor.

**Tasks, Activities, and Deliverables**

1. Deliverable 1 - Consultant(s) shall provide project management, oversight, appropriate tools and guidance to the stakeholders assigned to this transition to ensure effective execution and coordination of the activities required for administrative, clinical and housing facilities to service patient-inmates with medical and/or mental health needs. Evaluate, establish, provide guidance and oversight of the team activities, including, but not limited to:
  - a. Identification of impacted stakeholders and key point people across the various disciplines
  - b. Development and ongoing monitoring of project management plans and schedules
  - c. Plan activities, milestones, durations and sequencing of required activities
  - d. Advise, provide guidance and consult with the projects' assigned

- stakeholders
- e. Review, validate and identify risks associated with the tasks and milestones and progress of team members and stakeholders to meet/reach the schedule required
  - f. Define, develop, and validate project assumptions and risks with stakeholders, and
  - g. Ensure mitigation strategies are planned for any identified risks.
2. Deliverable 2 - Ensure the programs' transitions are planned and designed to meet requirements. Work with Stakeholders to ensure all requirements are being met across all impacted areas, including, but not limited to:
- a. Information Technology (identify requirements and legacy systems, plan for all tasks required to ensure transfer of all required infrastructure and data, plan for ongoing support);
  - b. Budget (ensure both existing resources and resources required are identified and documented);
  - c. Human Resources (hiring, vacancies, classification changes);
  - d. Labor (employee unions are properly and timely noticed);
  - e. Inpatient Licensing and Joint Accreditation (ensure that existing license and accreditation can be maintained during and after the transition);
  - f. Physical Plant/Space (ensure any physical plant changes or space improvements required are documented and planned);
  - g. Change Management (ensure it is properly planned and executed to ensure a successful transition and minimize ongoing operational issues; and
  - h. Identify the need and types of training required and work with various stakeholders to complete it.
3. Deliverable 3 - Ensure project documentation is compiled and assembled to ensure a smooth project turnover. This includes providing guidance and oversight to ensure staffing packages, operating expenses & equipment budgets, equipment inventories, warranty information, training documentation, and any other required information is documented and provided to the impacted stakeholders at the completion of the transition.
4. Deliverables include:
- a. Services and all documents required in support of Deliverable 1 - shall be provided within the first 30 days of the contract's execution, with weekly updates and monthly summary reports provided thereafter until conclusion of the agreement;
  - b. Services and all documents required to support Deliverable 2 - are required within the first 30 days of the contract's execution, with weekly updates and monthly summary reports provided thereafter until conclusion

of the agreement. The exception shall be training requirements. Identification of required training shall be completed within the first 90 days of the contract's execution, with weekly updates and monthly summary reports provided thereafter until conclusion of the agreement.

- c. Services and all documents required to support Deliverable 3 - are required within 120 days of contract's execution, with monthly summary reports provided thereafter, and final project turnover documentation due by May 1, 2017.

### **C. ACCEPTANCE OF ASSIGNED DELIVERABLES**

All concluded work shall be submitted to the Deputy Director, Activation Management, or a selected representative, for review, approval and/or rejection. Payment for all tasks performed under this SOW shall be by Deliverables. It shall be the CDCR/CCHCS's sole determination as to whether a deliverable has been successfully completed and is acceptable to the CDCR/CCHCS. Signed acceptance is required from the Deputy Director, Activation Management, or a selected representative, before approving an invoice for payment.

Throughout the Agreement, the CDCR/CCHCS shall review and validate deliverables prior to final acceptance.

Deliverables acceptance criteria shall consist of the following:

1. Specific tasks completed as specified and the final product/service was rendered;
2. Plans, schedules, designs, documentation and reports (tasks) are completed as specified and approved;
3. All tasks documentation and artifact gathering have been completed;
4. All tasks required by each deliverable and accepted by the State shall be in a format useful to the State; and

If a task is not accepted, the State shall provide the reason, in writing, within ten (10) business days of receipt of the task acceptance.

### **D. PERIOD OF PERFORMANCE**

**The original term of this Agreement will be July 1, 2016, or upon approval, whichever is later, through June 30, 2017, with the option to extend at the contracted rates for either one or two years based on project needs.**

Funding is subject to approval of project funding requests. The Department will not be charged for time off used by the Contractor. Any requests for time off must be submitted and approved in writing, in advance, by the CDCR/CCHCS PM. If it is

determined to be in the best interest of the State, the resulting agreement may be amended consistent with the original SOW and at the contracted daily rate as referenced in Exhibit B-1, Rate Sheet.

#### **E. ASSUMPTIONS AND CONSTRAINTS**

1. The Consultant's work hours must be consistent with CDCR/CCHCS's key staff work hours on-site. CDCR/CCHCS normal core business hours are 7 A.M. to 6 P.M., PST, Monday through Friday, except for State holidays and State mandated furlough days. Working hours may be modified as needed.
2. No overtime pay is authorized for non-standard work hours.
3. Time off for the Contractor's staff will be authorized only if there is no foreseeable impact to the expected deliverables or work schedule, as determined by the Deputy Director, Activation Management, or selected representative.
4. The primary work location is at CDCR, Facility Planning, Construction and Management Division, located at 9838 Old Placerville Road, Suite B, Sacramento, California.
5. Any modifications to tasks within the SOW of this Agreement will be defined, documented and mutually agreed upon by the Contractor and CDCR Deputy Director, Activation Management, or selected representative, prior to starting work on the modified task. Modifications outside the original scope of work will require Agreement amendment and control agency approval prior to commencement of work.
6. Any travel costs incurred as a result of this work are the responsibility of the Contractor.

#### **F. CONTRACTOR ROLES AND RESPONSIBILITIES**

1. Provide experienced Consultant(s) with skills and knowledge appropriate to carry out the activation services using the Division's established schedules and tools and through the creation and execution of process improvements.
2. Support the Deputy Director, Activation Management with such advice and assistance as may be reasonably requested from the assigned.
3. Provide assistance to the Deputy Director, Activation Management, or a selected representative, in planning, monitoring, and controlling the activation activities and tasks to be carried out by the Consultant(s).
4. Monitor the performance of the Consultant(s) and adjust staffing levels appropriately to ensure completion of tasks listed in Section C, Scope of Services, within the stated Period of Performance.

5. Comply with all applicable CDCR, CCHCS and State policies and procedures including, but not limited to, the CDCR Project Management Office guidelines.
6. Provide alternative way to get in touch with Activation PM such as mobile phone during work hours when not reachable at CDCR provided workspace.
7. Submit weekly timesheets to track actual time worked. The Deputy Director or designee will endorse these timesheets at the end of every work week.

#### **G. CDCR ROLES AND RESPONSIBILITIES**

1. Provide the Department's mission, strategies, and programs.
2. Help resolve and escalate project issues within the CDCR/CCHCS organization, as necessary.
3. Responsible for monitoring, reviewing and approving services. Contractor shall submit timesheets to the Deputy Director of Activation.
4. Review and approve all work products.
5. Provide Contractor access to applicable files, reports, contracts, documents, and other relevant information that is necessary in order to complete the tasks stated in this Agreement.
6. Provide work space accommodations currently located at 9838 Old Placerville Road, Suite B, Sacramento, California. Office space shall include a desk, analog telephone, IT equipment, software, and hardware necessary for the Consultant(s) to accomplish their assigned tasks at no cost to the Contractor. CDCR, however, shall not provide Consultant(s) with a cell phone, smart phone, and/or any other voice communication device of a similar nature.
7. The CDCR/CCHCS shall not provide any assistance of a clerical nature for documents or telephone support.

#### **H. ENTERPRISE ARCHITECTURE**

The Contractor and Consultants are responsible for understanding and following all related CDCR Enterprise Architecture (EA) principles, standards, and processes.

#### **I. PROJECT MANAGEMENT**

The California Department of Technology (CDT) establishes and enforces State policy related to IT projects. This policy, described in the State Administrative Manual (SAM) Section 4800, requires State departments and agencies to follow the CDT's California Project Management Methodology (CA-PMM) and to use the CA-PMM Toolkit for managing any IT project.

In support of these requirements, CDCR maintains a Project Management Methodology (CDCR-PMM). The CDCR-PMM augments, aligns with, and supplements the CA-PMM. The CDCR requires IT Project Managers (PMs), including contractors hired to manage or complete projects for CDCR, to comply with the CA-PMM and CDCR-PMM when implementing any IT project. This includes utilizing CDCR's schedule management tool and other templates as described in the CDCR-PMM.

When responding to an RFO associated with a CCHCS/CDCR IT project, suppliers must include a declaration agreeing to comply with and utilize the CA-PMM and the CDCR-PMM, including the use of CDCR's schedule management tool.

#### **J. CONTRACT COMPLETION CRITERIA**

Status monitoring and acceptance of detailed deliverables and tasks as outlined above will be carried out by the Deputy Director, Activation Management, or a selected representative, and assisted by the selected Contractor. Following review and approval of all deliverables, the Deputy Director, Activation Management, or a selected representative, will inform the selected Contractor by both mail and e-mail when the Contractor's services are completed. Following this notification, the Contractor will complete and submit a handover report to the Contractor and the Deputy Director, Activation Management, or a selected representative, confirming the completed deliverables and tasks and the current status of related work at the time the services were rendered complete.

#### **K. EVALUATION OF CONTRACTOR**

The Deputy Director, Activation Management, or a delegated representative, will complete a written evaluation of the Contractor's performance under this Agreement within sixty (60) business 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) consecutive years. If the Contractor's performance was unsatisfactory, a copy of the evaluation will be sent to the DGS, Office of Legal Services, within five (5) business days, and to the Contractor within fifteen (15) business days, following the completion of the evaluation.

#### **L. CONTACTS**

<b><u>CDCR CONTRACT MANAGER</u></b> Karen Baker, Deputy Director Enterprise Information Services Activation Management Email: <a href="mailto:karen.baker@cdcr.ca.gov">karen.baker@cdcr.ca.gov</a> Phone: 916-255-3925	<b><u>CDCR PAYMENT CONTACT</u></b> Craig Martinez Facility Planning, Construction and Management Procurement Support Email: <a href="mailto:craig.martinez@cdcr.ca.gov">craig.martinez@cdcr.ca.gov</a> Phone: 916-255-2235
---	--

**CHCS CONTRACT ANALYST**

Kimberley Hettrick  
Sourcing and Spec Development  
Acquisitions Management Section  
Email: [kimberley.hettrick@cdcr.ca.gov](mailto:kimberley.hettrick@cdcr.ca.gov)  
Phone: 916-691-4775

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. INVOICING AND PAYMENT**

1. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, CDCR/CCHCS agrees to pay the Contractor for services in accordance with Exhibit B-1, Cost Worksheet attached hereto and made a part of this Agreement.
2. Invoices shall include the Agreement Number and Purchase Order number and shall be submitted in triplicate. Upon completion and acceptance of each task deliverable, but not more frequently than monthly in arrears, Contractor shall mail invoices to:

California Department of Corrections and Rehabilitation  
Headquarters Accounting Services Section  
Attention: Contracts Payable  
P.O. Box 187018, Sacramento, CA 95818-7018

3. Each invoice shall identify the task deliverable number and title, including month or week, and the cost as itemized in Exhibit B-1. Invoices shall be on the Contractor's letterhead, include the Contractor's name, the CCHCS/CDCR Agreement number, the Consultant(s) name(s), and the invoice total.
4. Invoices are submitted to the address identified above. Concurrently, an electronic copy of the invoice shall be submitted to the CDCR Facility Planning, Construction and Management Division. The designee assigned to receive the electronic copy of the invoice shall be:

Facility Planning, Construction and Management Division  
Attention: Craig Martinez  
California Department of Corrections and Rehabilitation  
9838 Old Placerville Road, Suite B, Sacramento, CA 95827  
E-mail: [craig.martinez@cdcr.ca.gov](mailto:craig.martinez@cdcr.ca.gov)

**B. BUDGET CONTINGENCY CLAUSE**

1. 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 Contract does not appropriate sufficient funds for the project, this contract 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 contract and Contractor shall not be obligated to perform any provisions of the contract.
2. 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 contract with no liability occurring to the State, or offer an contract amendment to Contractor to reflect the reduced amount.

**C. 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.

**D. SUBCONTRACTORS**

For all contracts, 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.

**E. TAXES**

CDCR/CCHCS is exempt from federal excise taxes, and no payment shall be made for personal property taxes levied on the Contractor or on any employee wages. The hourly rate shall include all applicable taxes.

**F. OVERTIME AND VACATION**

Overtime and vacation for Contractor staff are not reimbursed.

**G. BILLING FOR SERVICES RENDERED**

The CDCR/CCHCS PM, or a delegated representative, will be responsible for approving payment based on CDCR/CCHCS receipt and approval of invoices. All tasks shall be submitted for approval to the project manager for review and approval. If the task deliverables are not approved, the Contractor will be notified in writing and must take appropriate measures to correct or remedy the reason(s) for rejection.

The Contractor may not invoice CDCR/CCHCS for any costs exceeding the maximum amount identified to complete a specific task deliverable. Any excess shall be at no cost to CDCR/CCHCS, unless negotiated, preapproved and agreed to in writing by CDCR/CCHCS where circumstances beyond the control of the Contractor have occurred.

**EXHIBIT B-1**  
**RATE SHEET**

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

Unless otherwise specified by CDCR/CCHCS and agreed to by Contractor, the rates set forth shall remain in force throughout term of the ensuing Contract and shall include every item of expense, direct and indirect, including State sales tax incidental to the price, if applicable.

COMPANY NAME:	
STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER:	FAX NUMBER: (     )
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS:
TAX STATUS <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Estate or Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State in which incorporated _____) <input type="checkbox"/> Other: _____	
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	DATE:

Job Title or Classification (from LPA)	Deliverable	LPA Hourly Rate	Proposed Hourly Rate	Proposed Number of Hours for Deliverable	Extended Cost
	1	\$	\$	#	\$
<b>Total Costs</b>					<b>\$</b>

**Total Cost** (include all cost for applicable taxes, permits, certifications, etc.):

**CDCR NOTE:** This is a Deliverable-based Agreement. The proposed hourly rates cannot exceed the hourly rates published in the LPA contract; and the classification listed above shall be available in the LPA contract. In addition, the subcontractor's hourly rate, if applicable, cannot exceed the prime contractor's published LPA rates.

## **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, Contract Manager, 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 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.

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

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

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under this 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/CCHCS. Regular contact is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR/CCHCS, at no cost to CDCR/CCHCS, 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/CCHCS 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.
- i.

## **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 is included in this RFO 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 supplier must certify that CCHCS data is either removed from the Providers devices by degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 and National Industrial Security Program (NISP) Operating Manual (DOD 5220.22-M) and Clearing and Sanitization Matrix (C&SM) based on NSA/CSS Policy Manual 9-12, "Storage Device Declassification Manual".

**EXHIBIT D**  
**BUSINESS ASSOCIATE AGREEMENT (HIPAA)**

***Definitions***

**Catch-all definition:**

The following terms and others used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use<sup>1</sup>

**Specific definitions:**

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

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

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

**Obligations and Activities of Business Associate**

Business Associate agrees to:

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

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

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal and State laws. (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.

---

<sup>1</sup> These definitions are set forth in the Code of Federal Regulations (CFR); Title 45, Public Welfare: [PART 160 - GENERAL ADMINISTRATIVE REQUIREMENTS](#) § 160.103 Definitions, [PART 162 - ADMINISTRATIVE REQUIREMENTS](#) § 162.103 Definitions. and [PART 164 - SECURITY AND PRIVACY](#) § 164.103 Definitions.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity or individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or at the request of an individual, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

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

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

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

#### **Permitted Uses and Disclosures by Business Associate**

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

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

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

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

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

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

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

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

## **Term and Termination**

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

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

(c) Obligations of Business Associate Upon Termination.

Business Associate

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

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

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

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

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

### **Miscellaneous**

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

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

**ATTACHMENT 1**  
**REQUIRED ATTACHMENT CHECKLIST**

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

<b><u>Attachment</u></b>	<b><u>Attachment Name/Description</u></b>
_____ Attachment 1	Checklist
_____ Attachment 2	Offer Certification Sheet
_____ Attachment 3	Contractor Confidentiality Statement
_____ Attachment 4	Non-Disclosure Agreement
_____ Attachment 5	CDCR Requirements For Project Management Methodology Statement
_____ Attachment 6	Offeror References
_____ Attachment 7	Payee Data Record (STD 204)
_____ Attachment 8	Bidder Declaration – GSPD 105
_____ Exhibit B-1	Rate Sheet
_____	Written Document Samples
_____	Copy of complete CMAS contract
_____	Resume(s) of proposed candidate(s)
	<b><u>Required Documents Upon Agreement Award:</u></b>
_____	Darfur Contracting Act Certification
_____	Statement of Economic Interest (Form 700)
_____	Liability Insurance Certificate, Proof of Worker's Compensation Insurance and Business License

**ATTACHMENT 2**  
**OFFER CERTIFICATION SHEET**

This Offer Certification Sheet must be signed and returned along with all the "required attachments".

A. Place all required attachments behind this certification sheet.

B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Offer Certification Sheet May Be Cause For Rejection.**

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No.	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Offeror's Name (Print)		11. Title
12. <b>Signature</b>		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, enter certification number:		If yes, enter your service code below:
<p><b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes".                  Date application was submitted to OSBCR, if an application is pending:</p>		

### Completion Instructions for Offer Certification Sheet

Complete the numbered items on the Offer Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 3**  
**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 located at <http://caag.state.ca.us/ethics/index.htm>.

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 ~~this contract 2 Project Managers for the PMO (RFO #SD14-00090)~~. 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 CCHCS' Chief Information Officer 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' Office of the Chief Information Officer.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Organization:

\_\_\_\_\_  
Telephone Number:

\_\_\_\_\_  
Email Address:

**ATTACHMENT 4**  
**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 FDC initiative. Based on my involvement with the 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 project and related initiative(s)/procurement(s)/trainings thereof.

At all times during and after the process by which the California Correctional Health Care Services (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 suppliers 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:

\_\_\_\_\_  
Email Address:

**ATTACHMENT 5**  
**CDCR REQUIREMENTS FOR PROJECT  
MANAGEMENT METHODOLOGY STATEMENT**

The California Department of Technology (CDT) establishes and enforces State policy related to IT projects. This policy, described in the State Administrative Manual (SAM) Section 4800, requires State departments and agencies to follow the CDT's California Project Management Methodology (CA-PMM) and to use the CA-PMM Toolkit for managing any IT project.

In support of these requirements, the CDCR maintains a Project Management Methodology (CDCR-PMM). The CDCR-PMM augments, aligns with, and supplements the CA-PMM. The CDCR requires IT Project Managers, including contractors hired to manage or complete projects for CDCR, to comply with the CA-PMM and CDCR-PMM when implementing any IT project. This includes utilizing CDCR's schedule management tool and other templates as described in the CDCR-PMM.

When responding to an RFO, RFP, RFQ or IFB associated with a CDCR IT project, suppliers must include a declaration, agreeing to comply with and utilize the CA-PMM and the CDCR-PMM, including the use of CDCR's schedule management tool.

By signing below, I hereby agree to comply with all State policies; procedures and guidelines related to information technology (IT) projects as indicated above.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title \_\_\_\_\_

Organization: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT 6**  
**OFFEROR CLIENT/STAFF REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your offer will cause your offer to be rejected and deemed non-responsive. Letters of recommendation and/or letters of references are NOT acceptable as references. Suppliers are responsible for ensuring the references provided respond to requests for information. Inability to confirm references will cause your bid to be rejected and deemed nonresponsive.

List at least two references for services performed, which are similar to the scope of work to be performed in this contract.

IS THIS A STAFF REFERENCE?

No  Yes - Consultant's Name:

\_\_\_\_\_

**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**ATTACHMENT 7**  
**PAYEE DATA RECORD (STD 204)**

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

(Note: paste link into browser's address line to access form)

**ATTACHMENT 8**  
**BIDDER DECLARATION**

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

(Note: paste link into browser's address line to access form)