



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



REQUEST FOR OFFER (RFO)

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
INFORMATION TECHNOLOGY
(Information Security Risk Assessment)
RFO # SD15-00035

June 8, 2016

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS), is requesting offers for a Contractor to provide CCHCS with an Information Security risk assessment.

The proposed term of the ensuing Contract is upon approval through June 30, 2017. (CCHCS reserves the option to extend the Contract for up to one (1) year at the same rate of award.) This agreement may be amended only by mutual consent of the parties in writing unless specifically prohibited by the Request for Offer.

Offers are due by **3:00 PM, Monday, June 20, 2016**. Responses and any required copies must be delivered or e-mailed to CCHCS and received by the final date and time of Offer submission, and clearly labeled to the department contact noted below.

California Correctional Health Care Services
Acquisitions Management Section
Eddie Robinson
916-691-3478
Eddie.Robinson@cdcr.ca.gov

Eddie Robinson
Contract Administrator

RESPONSE GUIDELINES

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

Submission of Offers:

Offers must be received by CCHCS by dates and times shown in the Key Action Dates.

CCHCS is not responsible for any US mail loss, e-mail loss, or late overnight express delivery. CCHCS assumes no responsibility if Offeror cannot transmit their response electronically to the departmental e-mail address and/or if the entire response is not received prior to RFO due date.

U.S. Postal Service Deliveries

California Correctional Health Care Services
Acquisitions Management Section
PO Box 588500, D-2
Elk Grove, CA 95758
Attn: Eddie Robinson

Hand Deliveries - Express Mail

California Correctional Health Care Services
Acquisitions Management Section
8280 Longleaf Drive, D-2
Elk Grove, CA 95758
Attn: Eddie Robinson

Email

Eddie.Robinson@cdcr.ca.gov

Key Action Dates:

Event		Date and Time**
1	RFO available to prospective Offerors	Wednesday, June 8, 2016
2	Last Day to submit Questions (BY E-MAIL ONLY)*	Tuesday, June 14, 2016 by 4:00 PM
3	Final Date for Offer Submission*	Monday, June 20, 2016 by 3:00 PM
4	Estimated Contract Start Date ¹	Monday, June 27, 2016 or Upon Approval (whichever is later)

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

**All time is Pacific Standard Time

Administrative Requirements

- A. Completeness of response package;
- B. Detailed resumes for each proposed Contractor personnel that describe work experience, start and end-date for job(s) cited, and professional qualification(s)/experience(s) performing IT services relative to Statement of Work (Exhibit A); and
- C. Two (2) customer references for each proposed Contractor personnel verifying engagements similar in scope to Exhibit A (Statement of Work).

¹ Date subject to change.

Documents Required Upon Submission of Offer:

- A. **Attachment A** - Required Attachment Checklist;
- B. Contractor will provide two (2) work samples. A minimum two (2) samples, one (1) gap analysis on similar assessments done in the past 5 years; and one (1) work sample of recommendation reports on projects done in the past 5 years;
- C. **Attachment B** - Offer Certification Sheet: An individual who is authorized to bind the proposing firm contractually shall sign the Offer Certification Sheet. The signature must indicate the title and/or position that the individual holds in the firm. An unsigned offer may be rejected;
- D. Small Business/Disabled Veteran Business Enterprise Certification(s) (if applicable);
- E. Copy of valid business license;
- F. **Attachment C** - Cost Worksheet: Completed Cost Worksheet, which upon award shall be made a part of the Contract;
 - The ensuing Contract will be invoiced and reimbursed on a deliverable basis subject to completion, and approval by CCHCS' Project Manager, or designee, of tasks performed by Contractor.
- G. **Attachment D** - Offeror References: for each proposed Contractor personnel, include two (2) customer references to verify engagement(s) similar in scope as requested in Exhibit A - Statement of Work. Include a brief narrative of project description and proposed personnel's role for each reference provided. Offeror references will be used to verify information provided by Offeror and/or consultant for selection purposes;
- H. **Attachment E** - Bidder Declaration Form (GSPD-05-105): Offerors must complete the Bidder Declaration and include it with their response. When completing the declaration, Offerors must identify all subcontractors proposed for participation in the contract. Offerors awarded a contract are contractually obligated to use the subcontractors for requested services unless CCHCS agrees to a substitution via amendment to the Contract;

The GSPD-05-105; also can be found at:
<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>
- I. **Attachment F** - Payee Data Record (STD. 204): Completed and signed;
- J. Resume(s) for each proposed personnel must include:
 - 1) All relevant work experience;
 - 2) A start and end date of each job cited; and
 - 3) Consultant's qualifications and experience(s) in performing services;
- K. **Attachment G** - Proposed Personnel Qualification Forms: A description of Offeror's expertise and experience (e.g., type of services rendered, projects completed, etc.) providing Risk Assessment services as requested in Exhibit A, Statement of Work;
- L. A copy of Offeror's complete CMAS contract that consist of the following elements:
 - Cover page with Department of General Services logo and CMAS analyst's signature;

- California Ordering Instructions and Special Provisions,
 - California CMAS Terms and Conditions,
 - Federal General Services Administration (GSA) schedule or non-federal GSA multiple award contract terms and conditions;
 - Federal General Services Administration (GSA) schedule or non-federal GSA multiple Award contract products, services, and prices;
 - Payee Data Record (STD.204).
- M. Copies of certificates and/or degree(s) for each proposed personnel required for each CMAS classification in accordance with CMAS and General Services Administration schedule (GSA) requirements.

Documents Required Upon Contract Award:

Offeror's will be required to complete the following documents prior to execution of the Contract.

- A. **Attachment I** – Primary Laws, Rules, and Regulations Regarding Conduct And Association with State Prison Inmates
- B. **Attachment J** - Contractor Confidentiality and Conflict of Interest Statement
- Statement of Economic Interests (Form 700), which can be found at:
http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2015-16/Form_700_2015.2016.pdf
- C. **Attachment K** - Non-Disclosure Agreement
- D. Insurance Certifications (Automobile, General Liability, and Worker's Compensation)

EXHIBIT A - STATEMENT OF WORK

Background

CCHCS's information technology (IT) supports the Department's mission of providing medical care to the inmate population of CDCR. CCHCS creates, transmits and stores Protected Health Information (PHI) as part of medical services activities. As such, CCHCS must meet the regulatory requirements set forth by the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act. In addition, the State Administrative Manual (SAM) 5300, establishes policy, organizational and management responsibility to implement the National Institute of Science and Technology (NIST) Special Publication 800-53 Revision 4's moderate controls. The combination of Federal and State statutes, laws, and regulation ensure that CCHCS is protecting the confidentiality, integrity, and availability of information and information assets in the purview of the Department.

Each state entity is responsible for establishing an information security program to effectively manage risk (SAM 5300). Policy states that each state entity shall conduct a comprehensive assessment of risk (SAM 5305.7). As outlined in the SAM Section 5305 et seq., risk management is the process of taking actions to avoid or reduce risk to acceptable levels. This process includes both the identification and assessment of risk through risk analysis (SAM Section 5305.1) and the initiation and monitoring of appropriate practices in response to that analysis through the agency's risk management program. Risk assessment is a critical component to ensure state agencies have an effective risk management plan in place as defined in the SAM Sections 5305 et seq.

The CCHCS requires that an independent information security assessment be performed on CCHCS information systems as defined in this document under the Scope of Services.

CCHCS has one (1) data center, thirty-five (35) adult correctional institutions, five (5) regional offices statewide and three (3) headquarters facilities throughout the Sacramento region. CCHCS has centralized computing environment architecture with the majority of information technology systems centrally located and managed. Many CCHCS clinical applications share or leverage the same infrastructure components with the following characteristics:

- Approximately 15,000 users;
- Systems that leverage Oracle, Active Directory (AD) and Cisco Authentication, Authorization, and Accounting (AAA) services;
- Run on Windows servers;
- Primarily centralized computing;
- Some external application service providers;
- Some business to business (B2B) interface connections;
- New and updated IT application and infrastructure portfolio without many legacy systems;
- Most systems are in the State Data Center and are managed by CCHCS staff/contractor;
- File Servers;
- Database Servers;
- Web Servers;

- Internet Service Providers;
- Wide Area Network;
- Local Area Network;
- Help Desk;
- Partner connections, i.e. California Department of Corrections and Rehabilitation (CDCR) (Downstream systems);
- Network, infrastructure and application.

To comply with regulations, a risk assessment of administrative and technical controls used to protect the confidentiality, integrity, and availability of the data, services and physical assets associated with CCHCS clinical applications and related infrastructure is required.

Qualifications

It is the Offeror's responsibility to ensure their RFO response contains sufficient information to clearly demonstrate to CCHCS that each qualification has been met. The Offer must provide a description of the following demonstrated qualifications:

1. Mandatory Qualifications:

It is **mandatory** that all proposed Contractor personnel meet the job classification, staff experience and education requirements as noted in the CMAS Contract, which will be verified during the RFO process.

Contractor proposed personnel as a team must have experience in each of the following:

1. At least two (2) years of experience conducting controls and/or risk assessment in a Health Insurance Portability and Accountability Act (HIPAA) regulated industry;
2. At least three (3) years of experience in information security risk management;
3. At least two (2) years working with NIST special provisions;
4. At least five (5) years combined experience in the following competencies:
 - Identity and access management
 - Information security and management
 - Network security controls and infrastructure zoning
 - Vulnerability management
 - Enterprise Architecture
 - Disaster recovery
 - Risk Management
 - Security Architecture

2. Desirable Certifications:

Desirable Certifications
Certified Information Systems Auditor (CISA)
Certified Information System Security Professional (CISSP)

Note: Offers that do not meet the mandatory qualifications stated in this section will be considered non-responsive and ineligible for award.

A. SCOPE OF SERVICES

Contractor will provide a team of resources who will provide security expertise and make specific recommendations that will address vulnerabilities and risks related to Federal and State requirements for protecting health care related information, as defined in 45 CFR 164-308 (a)(1)(ii)(A).

Contractor will conduct an information security risk assessment and report based on NIST SP 800-53 Revision 4, moderate controls that will allow CCHCS to update and enhance existing security and risk management strategies. Multiple actionable and cost-effective risk mitigation recommendations shall be provided to the CCHCS Project Manager or their designee(s).

If the Project Manager or their designee(s) deems it necessary to substitute one of the information systems for the scope of the assessment, a reasonable equivalent information system will be assessed by Contractor.

The specific information and information systems to be assessed are as follows:

1. Electronic Health Record System (EHRS) network, infrastructure, and application;
 - a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls;
 - g. Dependent foreign system interface(s); and
 - h. User provisioning and segregation of duties
2. Quality Management Reporting network (Quality Management Data Warehouse), infrastructure, and application;
 - a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls;
 - g. Dependent foreign system interface(s); and
 - h. User provisioning and segregation of duties
3. The SharePoint Intranet network, infrastructure, and application;
 - a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;

- f. Presentation layer technical controls; and
 - g. User provisioning and segregation of duties
4. Pharmacy automation network, infrastructure, and application;
- a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls; and
 - g. User provisioning and segregation of duties
5. Radiology information system with picture archiving and communication network, infrastructure, and application;
- a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls; and
 - g. User provisioning and segregation of duties
6. Dental imaging system with picture archiving and communication network, infrastructure, and application;
- a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls; and
 - g. User provisioning and segregation of duties
7. Healthcare Operational Data Store (HCODS) network, and infrastructure;
- a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. User or interface provisioning and segregation of duties
8. Referrals to Inpatient Programs (RIPA) network, infrastructure, and application;
- a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls; and
 - g. User provisioning and segregation of duties

9. InterQual Decision Support System network, infrastructure, and application;
 - a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls; and
 - g. User provisioning and segregation of duties

10. Cocci Screening System (CSS) network, infrastructure, and application;
 - a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls; and
 - g. User provisioning and segregation of duties

11. Third Party Administrator (TPA) claims processing system network, infrastructure, and application;
 - a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls; and
 - g. User provisioning and segregation of duties

12. Health Care Appeals and Risk Tracking System (HCARTS) network, infrastructure, and application;
 - a. Database administrative controls;
 - b. Database technical controls;
 - c. Middleware administrative controls;
 - d. Middleware technical controls;
 - e. Presentation layer administrative controls;
 - f. Presentation layer technical controls; and
 - g. User provisioning and segregation of duties

Contractor will work through the CCHCS Project Manager described in *Section K* or their designee(s) to identify subject matter experts for each information system. Contractor will collect data and information through interviews with subject matter experts, review relevant documentations, make direct observations of information systems and supporting infrastructure, and use any other tools authorized by the Project Manager or their designee(s) to provide the following:

1. Perform security and risk assessments of specific systems, data flows, processes, infrastructure,

2. Assess the administrative, technical and physical controls used to protect the confidentiality, integrity and availability of the data, services and physical assets associated with the information systems and related infrastructure, with emphasis on State and federal requirements for protection of health care related information;
3. Assess risks and gaps with a data oriented focus that includes manual and automated data transfer and data posting methodologies, both internally and externally to CCHCS;
4. Assess the weaknesses in CCHCS system security procedures (i.e. vulnerabilities), designs, implementations or internal controls that could be accidentally triggered or intentionally exploited that could result in a security breach or violation of the system's security policy;
5. Conduct a gap and maturity assessment between controls deployed in the identified current-state environment and NIST-defined security controls, 800-53. Rev 4, to determine applicability, adequacy, and appropriateness of deployed controls including people, process, and technology as well as identifying required nonexistent controls;
6. Identify the state entity information assets that are at risk, with particular emphasis on the applications of information technology that are critical to state entity program operations. Identification of the threats to which the information assets could be exposed;
7. Determine the probable loss or consequence, based upon quantitative and qualitative evaluation, of a realized threat for each vulnerability and estimation of the likelihood of such occurrence;
8. Identify and estimate the cost of security controls which would eliminate or reduce the risk to an acceptable level; and,
9. Compile executive summary reports and present findings orally upon request. Release findings only to CCHCS staff as authorized by the Project Manager or their designee(s).

Contractor will be required to complete the following tasks and produce the following work products:

1. Monthly status reports documenting the accomplishments for the month, planned accomplishments for the coming month, a list of all project tasks and activities currently assigned, and any issues related to assignments;
2. Weekly written status reports to the CCHCS Project Manager or their designee(s) via email in an MS word format to document the status of all assignments, activities, risks, and issues related to the risk assessment;
3. Monthly time reporting to the CCHCS Project Manager or their designee(s);
4. Working drafts of any deliverables to the CCHCS Project Manager or their designee(s);
5. Final report, with executive summary, detailing risk assessment process, all identified security control gaps, identified and categorized risks, and recommendations.

Deliverable Phases:

The included Phase and Deliverable Table will serve as the standard by which each deliverable will be evaluated and its corresponding invoice approved for payment. Payment will be made for each deliverable only after it has been accepted by CCHCS authorized program representative.

Phase 1: Project Assessment and Planning	
Contractor Responsibilities	Deliverables
<p>Participate in Project Kickoff meeting with CCHCS staff at CCHCS' headquarters.</p> <p>Contractor will review project staff, scope, objectives, tasks, deliverables, and schedules with CCHCS Project Manager or their designee(s) to refine project details and expectations detailed in the Scope of Work (SOW).</p>	<p>Contractor shall:</p> <ol style="list-style-type: none"> 1.1. Produce minutes from the kick-off meeting documenting the points of discussion with CCHCS. 1.2. Produce a project plan document with an estimated schedule, communication plan, and roles and responsibilities. <p>Document shall be submitted as an MS Word or PDF document to the CCHCS Project Manager or their designee(s).</p>
Phase 2: Data Discovery	
Contractor Responsibilities	Deliverables
<p>Contractor will collect data and information through interviews with subject matter experts, review relevant documentations, make direct observations of information systems and supporting infrastructure, and use any other tools authorized by the Project Manager or their designee(s) to provide the following:</p> <ol style="list-style-type: none"> 1) Assess the administrative, technical and physical controls used to protect the confidentiality, integrity and availability of the data, services and physical assets associated with the clinical applications and related infrastructure, with emphasis on State and federal requirements for protection of health care related information; 2) Assess risks and gaps with a data oriented focus that includes manual and automated data transfer and data posting methodologies, both internally and externally to CCHCS; Assessment must include data warehouses, data transfers tools, Microsoft SharePoint, and any other mechanisms identified as significant sources for data leakage. 	<ol style="list-style-type: none"> 2.1. Contractor shall produce an Assessment Framework document to identify the objectives, techniques, methods, activities and tools used to perform the assessments. <p>Contractor shall submit written weekly status reports via email to the CCHCS Project Manager or their designee(s).</p> <ol style="list-style-type: none"> 2.2 Contractor shall produce an Assessment Findings Report document that captures all the information gathered during their assessments. The report shall also include all documentation to support the assessment findings. <p>These documents shall be submitted in a MS Word format or PDF to the CCHCS Project Manager or their designee(s).</p>

<p>(Phase 2 continued)</p> <p>3) Assess the flaws or weaknesses in CCHCS system security procedures (i.e. vulnerabilities), designs, implementations and/or internal controls that could be accidentally triggered or intentionally exploited that could result in a security breach or violation of the system's security policy where information assets lack sufficient protection from identified threats.</p>	
<p>Phase 3: Analyze and Document</p>	
<p>Contractor Responsibilities</p>	<p>Deliverables</p>
<p>Contractor shall analyze findings from Phase 2 and asses CCHCS controls against those prescribed by the National Institution of Standards and Technology (NIST) 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations.</p>	<p>3.1. Contractor shall provide weekly written status reports to the CCHCS Project Manager or their designee(s) via email in an MS word format to document the status of all assignments, activities, risks, and issues related to the risk assessment.</p>
<p>Phase 4: Gap and Maturity Assessment</p>	
<p>Contractor Responsibilities</p>	<p>Deliverables</p>
<p>Contractor shall conduct a gap and maturity assessment between controls deployed in the identified current-state environment and NIST-defined security controls, 800-53. Revision 4, to determine applicability, adequacy, and appropriateness of deployed controls including people, process, and technology as well as identifying recommended nonexistent controls.</p>	<p>4.1. Contractor shall provide a Gap and Maturity Analysis report along with executive summary to document and summarize the comparison of CCHCS current state as it relates to where CCHCS should be with the identified NIST 800-53 Revision 4 controls and record gaps in implementation.</p> <p>Contractor shall provide this report via email in MS word format to the CCHCS Project Manager or their designee(s). Contractor shall be required to present findings orally upon request.</p>
<p>Phase 5: Remediation Plan Development</p>	
<p>Contractor Responsibilities</p>	<p>Deliverables</p>
<p>Contractor will use the Gap and Maturity Assessment to develop a remediation plan and recommend controls to address identified gaps.</p>	<p>5.1. Contractor shall provide a controls remediation plan along with an executive summary that will provide recommendations for any control gaps, and will include high level resource requirement estimates. The remediation plan will prioritize efforts based on risk, exposure, degree or difficulty, cost and opportunity.</p> <p>Contractor shall be required to present findings orally upon request.</p>

Phase 6: Final Assessment Report	
Contractor Responsibilities	Deliverables
<p>Contractor shall provide a security and risk assessment of specific systems, data flows, processes, infrastructure, or other security controls assessment using the (NIST) 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organization, Moderate controls as a baseline.</p> <p>Contractor shall provide a list of risks to remediate based on priority.</p>	<p>6.1. Contractor shall prepare a report to be presented and submitted to the CCHCS Project Manager or their designee(s). This report will document the risk assessment, recommended security management measures and controls, resources necessary for security management and the amount of residual risk to be accepted by the State entity if they were to implement recommended controls.</p> <p>6.2. Contractor shall provide an executive summary and detailed report using information from Phases 2-5 to report complete assessment findings. Contractor's initial report shall be submitted in a draft form to the CCHCS Project Manager or their designee(s) for review prior to final acceptance.</p> <p>Contractor shall be required to present findings orally upon request.</p> <p>Contractor shall release findings only to the CCHCS Project Manager or their designee(s).</p>

B. DELIVERABLE ACCEPTANCE CRITERIA

A Deliverable Acceptance Document (DAD) (Attachment L) must be submitted for each completed deliverable/service to the CCHCS Project Manager or designee for approval. The CCHCS Project Manager will be the sole judge of the acceptability of all work performed and all work products produced by the awarded Contractor. The Contractor must allow at least five (5) business days for CCHCS to review all deliverables in their schedule.

1. If the Deliverable provided by Contractor is acceptable to Project Manager, or designee, CCHCS shall notify Contractor by returning the approved and signed DAD.
2. Payment for tasks performed under the ensuing Contract shall be made in arrears upon successful completion of each DAD. Signed acceptance is required from the CCHCS Project Manager, before processing an invoice for payment via a DAD.
3. Should the work performed or the products produced by the Contractor fail to meet minimum conditions, requirements or other applicable standards, specifications, or guidelines, the following resolution process will be employed:
 - a. The CCHCS Project Manager will notify the Contractor in writing within ten (10) business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.

- b. The Contractor will, within five (5) business days after initial problem notification, respond to CCHCS Project Manager by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CCHCS' initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, the CCHCS shall pay all amounts due to the Contractor for all work accepted prior to termination.
- c. CCHCS will, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CCHCS rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the CCHCS' notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the CCHCS shall pay all amounts due to the Contractor for all work accepted prior to termination.
- d. CCHCS will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate contract termination. In the event of such termination, the CCHCS shall pay all amounts due to the Contractor for all work accepted prior to termination.

All documents, analyses, reports, recommendations, white papers, and/or diagrams will be submitted to CCHCS' Project Manager, or designee, and produced using the following Microsoft Office products: Word; PowerPoint; Visio; Excel and Outlook.

C. CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor will:

1. Identify a Coordinator responsible for the overall contract;
2. Prior to termination of the Contract, return all CCHCS property, including security badges, computer laptop, work products, etc.;
3. Work with CCHCS' Project Manager and/or designee(s) to ensure that any issue(s) are addressed;
4. Participate in information gathering meetings, fact-finding meetings, working sessions, status reporting (both written and verbal), presentations, and general communication(s) to ensure success of consultant activity performance.
5. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C, (CCHCS Special Provisions).
 - By accepting Contract, Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit C;

6. Prior to the start of work:
 - Submit to and pass a live scan, and;
 - 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;
7. Provide necessary computing and communications equipment to complete work assignments
8. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form in order to gain entrance to the institutions; and
9. Agree to abide by the Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates.
10. Store all created or modified artifacts in CCHCS' approved repositories in accordance with CCHCS policies.

D. EVALUATION OF CONTRACTOR

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

E. PROBLEM ESCALATION

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

- First level, the CCHCS Project Manager
- Second level, Acquisitions Management Chief, Business Services

F. ASSUMPTION AND CONSTRAINTS

1. The Contractor shall ensure availability of staff to perform the requirements of the ensuing Agreement at all times during the period described in *Section J. Period of Performance*.
2. Any modifications to the SOW will be mutually agreed upon by the Contractor and the CCHCS and shall require a formal amendment processed by the Acquisitions Management Section.

3. The Contractor must submit, no later than five (5) days in advance, a resume of all personnel substitutions. All Contractor personnel substitutions must meet all criteria and be evaluated as specified herein and approved through a formal amendment processed by Acquisitions Management Section.
4. The CCHCS, in its sole discretion, reserves the right to require the Contractor to substitute personnel, reduce or cancel a consultant's performance of services at any time.
5. The CCHCS and the 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' Project Manager, or designee(s), and the Contractor, respectively, within one (1) business day of becoming aware of said problem(s).

G. WORK AUTHORIZATION

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

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

H. UNANTICIPATED TASKS

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

6. The State has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the "Stop Work" provision of the General Provisions.
7. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - a. If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - (1) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
 - (2) Terminate the Work Authorization, or
 - (3) Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - (4) The State will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The State agrees to reimburse the Contractor for such additional work hours.

I. CCHCS ROLES AND RESPONSIBILITIES

1. The CCHCS will designate a person to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the Statement of Work and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. The CCHCS will provide cubicle accommodations for the duration of the ensuing Contract, including: desk, chair, telephone, personal computer, printer access, Internet connection, Microsoft Office, Microsoft Visio and Microsoft Project. All policies and procedures regarding the use of state facilities will be applicable.
3. The CCHCS will provide information as required by the Contractor to perform its responsibilities.
4. The CCHCS will provide staff availability for consultation meetings
5. CCHCS will help resolve and escalate issues within the organization, as necessary

6. The CCHCS will provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this Statement of Work.
7. Provision of clerical or other support services is strictly at the option of CCHCS. The Contractor should assume that CCHCS will not provide any assistance of a clerical nature for documents or telephone support.

J. PERIOD OF PERFORMANCE

It is estimated that the ensuing Contract will begin June 27, 2016 or Upon Approval (whichever is later) through June 30, 2017. CCHCS reserves the option to extend the Contract for up to one (1) year at the same rate of award.

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

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

K. CCHCS Project Manager

Manager
Project Management Office
California Correctional Health Care Services
P.O. Box 588500, Building C-2
Elk Grove, California 95758

Selection Process

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

Award of a contract resulting from this RFO against a Contractor's CMAS will be based on a "best value criteria" that includes cost as a factor.

A. ASSESSMENT AND SELECTION

Best Value Criteria

a. Administrative Requirements:

Administrative Requirements:
1. Completeness of response package;
2. Detailed resumes for each proposed Contractor personnel that describe work experience, start and end-date for job(s) cited, and professional qualification(s)/experience(s) performing IT services relative to Statement of Work (Exhibit A); and
3. Contractor shall provide two (2) work samples. A minimum two (2) samples, one (1) gap analysis on similar assessments done in the past 5 years; and one (1) work sample of recommendation reports on projects done in the past 5 years.
4. Two (2) customer references for each proposed Contractor personnel verifying engagements similar in scope to Exhibit A (Statement of work).

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

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. Contractor shall submit to CCHCS, a written invoice for all accepted Deliverables in accordance with Attachment C (Cost Worksheet) of the ensuing Contract. No invoice shall be honored by CCHCS until prior acceptance is obtained pursuant to Section B of Exhibit A of the ensuing Contract for the Deliverable or Service relating to said invoice.
 - a. During execution of each task, which involves delivery of identified deliverables and upon CCHCS' prior approval, Contractor may submit periodically to CCHCS, invoices reflecting a pro-rata cost of the task based on the following:
 - i. Signed acceptance of a Deliverable Acceptance Document (DAD) for task(s) performed by Contractor from CCHCS' Project Manager, or designee, that clearly identifies/quantifies stages of deliverable progress (e.g., completed task[s] as reflected in written status reports, if required, submitted with invoices).

For example, if Deliverable #6 requires maintenance and operations support and has four (4) tasks to fully complete said deliverable; and contractor offered one-thousand dollars (\$1,000) per task (or \$4,000.00 total for Deliverable #6) and completed tasks 6.3 and 6.4, to CCHCS's satisfaction, contractor may be reimbursed a progress payment of \$2,000.00 for completing tasks 6.3 and 6.4, with submittal of an invoice and supporting documentation (i.e., an approved DAD).
 - b. 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 a ten-percent (10%) withhold and amount(s) previously invoiced to CCHCS, may be submitted for payment.
 - i. A DAD must be approved by CCHCS' Project Manager or designee, before approval of Contractor's invoice for payment.
2. Contractor invoices shall not be submitted more frequently than monthly to the CCHCS.
3. 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.
 - a. It is CCHCS' sole determination as to whether all deliverables have been successfully completed and are acceptable to CCHCS.
 - b. Payment of Contractor's total 10% withhold is subject to completion of all deliverables and submittal of final DAD to the satisfaction of CCHCS.
4. All invoices shall be submitted on Contractor's letterhead and include the CCHCS Purchase Order and Agreement numbers, consultant's name, task number, task and/or deliverable title, and invoice total.
 - a. Any invoices submitted without the above referenced information may be returned to Contractor for revision(s).

5. Contractor shall address and submit all invoices to:

California Correctional Health Care Services
Acquisitions Management Section, Building D-2
P.O. Box 588500
Elk Grove, California, 95758

B. TRAVEL AND MISCELLANEOUS EXPENSES

1. For purposes of this RFO, there is no travel anticipated

EXHIBIT C - CCHCS SPECIAL PROVISIONS

1. SUBCONTRACTOR/CONSULTANT INFORMATION

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

2. EMPLOYMENT OF EX-OFFENDERS

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

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

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

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

3. LICENSES AND PERMITS

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

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

4. CONFLICT OF INTEREST

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

A. Contractors and Their Employees

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually

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

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

B. Current State Employees

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

C. Former State Employees

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

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

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

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

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

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

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

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

5. DISCLOSURE

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

6. SECURITY CLEARANCE/FINGERPRINTING

The State reserves the right to conduct fingerprinting and/or security clearance through the California Department of Justice, Bureau of Criminal Identification and Information (BCII),

prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employees' access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

7. NOTIFICATION OF PERSONNEL CHANGES

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

8. NON ELIGIBLE ALIEN CERTIFICATION

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

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

9. BLOODBORNE PATHOGENS

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

10. TUBERCULOSIS (TB) TESTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- F.** Encouraging and/or assisting prison inmates to escape 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, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

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

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

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

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

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

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

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

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

SOURCE: CCR, Title 15, Section 3261.5

12. CLOTHING RESTRICTIONS

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

13. TOBACCO-FREE ENVIRONMENT

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

14. SECURITY REGULATIONS

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

interference with the operations of the institution.

H. No picketing is allowed on State property.

15. PRISON RAPE ELIMINATION POLICY

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

16. GATE CLEARANCE

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

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

17. BUSINESS ASSOCIATE AGREEMENT

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

18. ELECTRONIC WASTE RECYCLING

The Provider certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Provider shall maintain documentation and provide reasonable access to its records and documents that evidence compliance. CCHCS electronic data stored upon any Provider device must be returned to the CCHCS immediately and the Contractor must certify that CCHCS data is either removed from the Providers devices by degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 and National Industrial Security Program (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".

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,¹ Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use¹

Specific Definitions:

- A. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor to the contract to which this Business Associate Agreement is attached as an exhibit. For purposes of this exhibit only, the term “Agreement” shall refer to this Business Associate Agreement. The term “Service Agreement” shall refer to the contract to which this Business Associate Agreement is attached as an exhibit.
- B. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS).
- C. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- A. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- C. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal and State laws (i.e., Health and Safety Code Section 1280.5, California Civil Code Section 56 et seq., California Civil Code Section 1798 et seq., and 45 CFR – Subchapter C et al.). Information Security incidents (e.g., breaches) shall be reported to the CCHCS Information Security Office within 24 hours of detection.
- D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health

- information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- E. Make available protected health information in a designated record set to the Covered Entity or individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
 - 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.

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.

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

EXHIBIT E - INSURANCE REQUIREMENTS

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

REQUIRED ATTACHMENTS

See Attachment A

ATTACHMENT A

REQUIRED ATTACHMENT CHECKLIST

A complete Offer will consist of the items identified below.

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

The following documents are required upon submission of offer:

- _____ Required Attachment Check List (Attachment A)
- _____ Contractor's Work Samples (Two (2) total)
- _____ Offer/Offeror Certification Sheet (Attachment B)
- _____ Small Business/Disabled Veteran Enterprise Certification(s) (if applicable)
- _____ Cost Work Sheet (Attachment C)
- _____ Offeror's References (Attachment D) (Two (2) per consultant)
- _____ Bidder Declaration Form, GSPD-05-105 (Attachment E)
- _____ Payee Data Record (STD-204) (Attachment F)
- _____ Proposed Personnel Qualification Forms (Attachment G)
- _____ Certificate(s) and/or Degree(s)
- _____ Copy of Offeror's Complete CMAS Contract

The following documents are required upon contract award:

- _____ Primary Laws Related to Association with Prison Inmates (Attachment I)
- _____ Contractor's Confidentiality Statement (Attachment J)
- _____ Non-Disclosure Agreement (Attachment K)
- _____ Statement of Economic Interests, Form 700
- _____ Insurance Certifications (Automobile, General Liability, and Worker's Compensation)

ATTACHMENT B

OFFER/OFFEROR CERTIFICATION SHEET

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

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

An Unsigned Offer/Offeror Certification Sheet May Eliminate Your Offer from Further Consideration

Please Print or Type

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

ATTACHMENT C

COST WORKSHEET

The following personnel will perform the tasks described in the Statement of Work, at the rates indicated. The CCHCS Contract Manager will be notified, of any changes in the personnel assigned to the tasks. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel. The substitute personnel must meet all mandatory requirements as set forth in the RFO and must be approved by the CCHCS – Health Care Support Contracts Unit, Acquisitions Management Section.

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

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

Deliverable	Consultant(s) Name	CMAS Classification/Labor Category	CMAS Price List	Offeror's Hourly Rate*	Estimated Number of Hours	Total Deliverable Cost**
1. Project Assessment and Planning						
1.1. Produce minutes from the kick-off meeting documenting the points of discussion with CCHCS.	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
Deliverable 1.1 Total						Total \$ _____
1.2. Produce a project plan document with an estimated schedule, communication plan, and roles and responsibilities	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
Deliverable 1.2 Total						Total \$ _____

* CMAS Rate or lower

** Total Cost = Hourly Rate x Estimated Hours

ATTACHMENT C

COST WORKSHEET

Deliverable	Consultant(s) Name	CMAS Classification/Labor Category	CMAS List Price	Offeror's Hourly Rate*	Estimated Number of Hours	Total Deliverable Cost**
2. Project Assessment and Planning						
2.1. Contractor shall produce an Assessment Framework document to identify the objectives, techniques, methods, activities and tools used to perform the assessments	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
					Deliverable 2.1 Total	Total \$ _____
2.2. Contractor shall produce an Assessment Findings Report document that captures all the information gathered during their assessments. The report shall also include all documentation to support the assessment findings.	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
					Deliverable 2.2 Total	Total \$ _____
3. Analyze and Document						
3.1. Contractor shall provide weekly written status reports to the CCHCS Project Manager or their designee(s) via email in an MS word format to document the status of all assignments, activities, risks, and issues related to the risk assessment.	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
					Deliverable 3.1 Total	Total \$ _____

* CMAS Rate or lower
** Total Cost = Hourly Rate x Estimated Hours

ATTACHMENT C

COST WORKSHEET

Deliverable	Consultant(s) Name	CMAS Classification/Labor Category	CMAS List Price	Offeror's Hourly Rate*	Estimated Number of Hours	Total Deliverable Cost**
4. Gap and Maturity Assessment						
4.1. Contractor shall provide a Gap and Maturity Analysis report along with executive summary to document and summarize the comparison of CCHCS current state as it relates to where CCHCS should be with the identified NIST 800-53 Revision 4 controls and record gaps in implementation.	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
Deliverable 4.1 Total						Total \$ _____
5. Remediation Plan Development						
5.1. Contractor shall provide a controls remediation plan along with an executive summary that will provide recommendations for any control gaps, and will include high level resource requirement estimates. The remediation plan will prioritize efforts based on risk, exposure, degree or difficulty, cost and opportunity.	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
Deliverable 5.1 Total						Total \$ _____

* CMAS Rate or lower
** Total Cost = Hourly Rate x Estimated Hours

ATTACHMENT C

COST WORKSHEET

Deliverable	Consultant(s) Name	CMAS Classification/Labor Category	CMAS List Price	Offeror's Hourly Rate*	Estimated Number of Hours	Total Deliverable Cost**
6. Final Assessment Report						
6.1. Contractor shall prepare a report to be presented and submitted to the CCHCS Project Manager or their designee(s). This report will document the risk assessment, recommended security management measures and controls, resources necessary for security management and the amount of residual risk to be accepted by the State entity if they were to implement recommended controls.	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
					Deliverable 6.1 Total	Total \$ _____
6.2. Contractor shall provide an executive summary and detailed report using information from Phases 2-5 to report complete assessment findings. Contractor's initial report shall be submitted in a draft form to the CCHCS Project Manager or their designee(s) for review prior to final acceptance.	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
	_____	_____	\$ _____	\$ _____	_____	\$ _____
					Deliverable 6.2 Total	Total \$ _____
					DELIVERABLE GRAND TOTAL	\$ _____

* CMAS Rate or lower
** Total Cost = Hourly Rate x Estimated Hours

ATTACHMENT D

OFFEROR'S REFERENCES

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

List below two references for services performed within the **last five (5) years**, which are similar to the statement of work to be performed in this contract.

Please Print or Type

NAME OF PROPOSED PERSONNEL _____

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

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

ATTACHMENT E

BIDDER DECLARATION

GSPD-05-105 (REV 08/09)

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

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

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

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT G

PROPOSED PERSONNEL QUALIFICATIONS FORMS

MANDATORY QUALIFICATIONS:

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

Name of proposed Contractor personnel: _____

1. The form below is to summarize the Contractor personnel experience as it relates to the Mandatory Qualifications.
2. Complete this form for **EACH** of the proposed Contractor personnel.
3. Failure to complete this form will eliminate your offer from further consideration.

EXPERIENCE

Qualifications	Years	Company	Position * Describe how the position listed ties back to the scope of services.	Page # or Location in Resume
At least two (2) years of experience conducting controls and/or risk assessment in a in a HIPAA regulated industry;				
At least three (3) years of experience in information security risk management				
At least two (2) years working with NIST special provisions				
At least Five (5) years combined experience in the following competencies below:				
• Identity and access management				
• Information security & management				
• Network security controls and infrastructure zoning				
• Vulnerability management				
• Enterprise Architecture				
• Disaster recovery				
• Risk Management				
• Security Architecture				

CONTRACTOR CERTIFICATIONS

Contractor team shall collectively have the following certifications. Fill out the form below to show the team member name, certification held and whether a copy of the certification is included.

ATTACHMENT G

PROPOSED PERSONNEL QUALIFICATIONS FORMS

DESIRABLE CERTIFICATIONS

Certification	Certification Held	Copy of certification included (REQUIRED)
Certified Information Systems Auditor (CISA)		
Certified Information System Security Professional (CISSP)		

Education

Requirements for each CMAS classification will be verified during the RFO process.

ATTACHMENT H

SAMPLE

WORK AUTHORIZATION

TITLE: Risk Assessment

Task Summary:

CCHCS is requesting a team of technical resources to perform an Information Security risk assessment to provide security expertise and make specific recommendations that will address vulnerabilities and risks related to Federal and State requirements for protecting health care related information, as defined in 45 CFR 164-308 (a)(1)(ii)(A). An Information Security risk assessment and report, based on NIST SP 800-53 Revision 4 moderate controls will allow CCHCS to update and enhance existing security and risk management strategies. Multiple actionable and cost-effective risk mitigation recommendations shall be provided to the CCHCS Project Manager or their designee(s). If the Project Manager or their designee(s) deems it necessary to substitute one of the information systems for the scope of the assessment, a reasonable equivalent information system will be assessed by Contractor. The Contractor personnel will report to the CCHCS ITSD Project Manager.

Schedule Dates:

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

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

Contractor Personnel to be Assigned	Job Classification/Skill Level
Jane Doe	Staff Programmer Analyst

Completion Criteria:

Acceptance of program by the State.

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

Approval

CCHCS' Project Management Program Manager
Name / Title

Contractor's Engagement Manager
Name / Title

Date: _____

Date: _____

ATTACHMENT I

PRIMARY LAWS RELATED TO ASSOCIATION WITH PRISON INMATES

For information and guidance of persons visiting or working with or around prison inmates of the Department of Corrections and Rehabilitation; the following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SOURCE: CCR, Title 15, Section 3261.5

I have read and understand the implications of the above information

Signature:

Date:

Printed Name:

ATTACHMENT J

CONTRACTOR CONFIDENTIALITY AND CONFLICT OF INTEREST STATEMENT

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

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

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

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

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

ATTACHMENT K

NON-DISCLOSURE AGREEMENT

I certify that I will hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of the California Correctional Health Care Services (CCHCS) Organizational Review. Based on my involvement with the California Correctional Health Care Services (CCHCS) Organizational Review, 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 CDR Business Analyst and related initiative(s)/procurement(s)/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 Contractors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties will protect CCHCS' and/or CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CCHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

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

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

ATTACHMENT L

DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

<u>Contract Information</u>		
<u>Vendor:</u>	<u>Contract #:</u>	<u>Project:</u>
<u>Deliverable #:</u>	<u>Deliverable Name:</u>	
<u>State Sponsor:</u>		<u>Date Submitted:</u>

<u>Deliverable Expectations Document:</u>	
<u>Date Approved:</u>	<u>State Approver:</u>

<u>Deliverable Acceptance Status:</u>
<input type="checkbox"/> <u>Accept that the Deliverable is in conformance with the approved DED</u>
<input type="checkbox"/> <u>Accept with changes noted</u>
<input type="checkbox"/> <u>Reject</u>
<u>Date Accepted/Rejected:</u>

<u>Reason for Rejection, if Applicable:</u>

<u>Remarks:</u>

<u>Required Signatures:</u>
<u>CCHCS Representative:</u>
_____ <u>Date</u> _____
<u>Contractor:</u>
_____ <u>Date</u> _____