



# CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



## REQUEST FOR OFFER (RFO)

### **MASTER SERVICE AGREEMENT** **INFORMATION TECHNOLOGY** **(Senior Project Manager)** **RFO # SD16-00154**

August 26, 2016

The California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CDCR/CCHCS) is requesting one (1) Senior Project Manager (Sr. PM) under the Information Technology (IT) Consulting Services Master Service Agreement (MSA), to serve as the Senior Project Manager (Sr. PM) for the CDCR/CCHCS Quality Management.

The proposed term of the ensuing Contract is Monday, September 12, 2016 or upon approval (whichever is later) through March 3, 2017. CDCR/CCHCS reserves the option to extend the contract for up to one (1) year at the same rate of award only if DGS exercises its option to extend the term of the MSA.

Offers are due by **3:00 PM, Tuesday, September 6, 2016**. Responses and any required copies must be delivered or e-mailed to CDCR/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  
Bret Mackey, Procurement Official  
916-691-3528  
[Bret.Mackey@cdcr.ca.gov](mailto:Bret.Mackey@cdcr.ca.gov)

## **I. RESPONSE GUIDELINES**

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

### **1. Submission of Offers:**

All offers must be submitted via e-mail and followed up with an original signed RFO response to CDCR/CCHCS by the dates and times shown in the Key Action Dates. The offer must reference the RFO number. Offers must be received by CDCR/CCHCS by dates and times shown in the Key Action Dates.

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

CDCR/CCHCS is not responsible for any US mail loss, e-mail loss, or late overnight express delivery. CDCR/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: Bret Mackey

#### **Hand Deliveries - Express Mail**

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

#### **E-mail**

[Bret.Mackey@cdcr.ca.gov](mailto:Bret.Mackey@cdcr.ca.gov)

**Note to Offerors: It is the sole responsibility of the Offeror to contact the Procurement Official listed for this RFO to verify receipt of the submitted offer.**

### **2. Key Action Dates:**

<b>Event</b>	<b>Date and Time</b>
1 RFO available to prospective Offerors	Friday, August 26, 2016
2 Last Day to submit Questions (BY E-MAIL ONLY)*	Tuesday, August 30, 2016 by 2:00 PM
3 Final Date for Offer Submission	Tuesday, September 6, 2016 by 3:00 PM
4 Estimated Contract Start Date <sup>1</sup>	Thursday, September 12, 2016 or Upon Approval (whichever is later)

\*Interested Offerors may submit questions and/or requests for clarification, via e-mail, to [Bret.Mackey@cdcr.ca.gov](mailto:Bret.Mackey@cdcr.ca.gov). CDCR/CCHCS responses to Offeror questions that provide new or additional information will be provided to all Offerors.

### **3. Documents Required Upon Submission of Offer:**

A. **Attachment A** - Required Attachment Checklist, (Pg 28).

B. **Attachment B** – Offer/Offeror Certification Sheet, (Pg 29): 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 eliminate your offer from further consideration;

- C. Small Business/Disabled Veteran Business Enterprise Certification(s) (if applicable).
- D. Copy of valid business license;
- E. **Attachment C** - Cost Worksheet, (Pg 30): Completed Cost Worksheet, which upon award shall be made a part of the Contract;
  - The ensuing Contract will be invoiced and reimbursed on an hourly rate basis subject to completion, and approval by CDCR/CCHCS' Project Manager, or designee, of tasks performed by Contractor.
- F. **Attachment D** - Offeror References, (Pg 31): for the proposed Sr. Project Manager, include three (3) 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 consultant's role for each reference provided. Offeror references will be used to verify information provided by Offeror and/or consultant for selection purposes;
- G. **Attachment E** - Bidder Declaration Form (GSPD-05-105); (Pg 32): 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 CDCR/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>

- H. **Attachment F** - Payee Data Record (STD. 204) (Pg 33-34): Completed and signed.

The STD. 204 also can be found at:

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

- I. **Resume(s)** for the proposed consultant 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;
- J. **Attachment G** - Proposed Consultant Qualification Forms, (Pg 35-38): A description of Offeror's expertise and experience (e.g., type of services rendered, projects completed, etc.) providing Sr. Project Manager services as requested in Exhibit A, Statement of Work;
- K. **Attachment H** – Work Authorization Form, (Pg 39)
  - 1. Master's Degree in a healthcare related field such as a Master of Public Healthcare (MPH) or Master of Healthcare Administration (MHA) or a Master's Degree in Business Administration (MBA) with an emphasis in healthcare or documented proof of applying concepts and techniques in the fields of epidemiology, biostatistics and/or healthcare administration.

#### **4. Documents Required Upon Award of the Contract:**

Offeror's proposed consultant shall be required to complete the following documents prior to execution of the Contract.

- A. **Attachment I** - Primary Laws, Rules, & Regulations Regarding Association with Inmates (Pg 40-41)

B. **Attachment J** - Contractor Confidentiality and Conflict of Interest Statement (Pg 42)

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](http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2015-16/Form_700_2015.2016.pdf)

C. CDCR/CCHCS Acceptable Use Security Policy Certification:

In accordance with the CDCR/CCHCS Acceptable Use Security Policy, Contractors authorized to use CDCR/CCHCS government-owned or leased equipment or facilities are required to read the CDCR/CCHCS Acceptable Use Security Policy and sign the CDCR/CCHCS Acceptable Use Security Policy Certification for each proposed staff.

Access to the Security Awareness, Understanding & Accountability Form is located at:  
<http://lifeline/ExecutiveOperations/InformationTechnology/InformationSecurity/Documents/CCHCS%20SAUA%20Form.pdf>

D. **Attachment K** - Non-Disclosure Agreement (Pg 43).

E. Insurance Certifications (Automobile, General Liability, and Worker's Compensation).

## **II. EXHIBIT A - STATEMENT OF WORK**

### **1. Background**

In October 2015, CDCR/CCHCS began implementation of a new Electronic Health Record System (EHRS) at three pilot sites. Rollout to additional institutions has been significantly delayed because of numerous system, workflow and data integrity issues that must be resolved before statewide implementation can resume.

Related to implementation of EHRS, the Quality Management (QM) Section has had to expand its informatics capabilities to support health care operations to mitigate patient and organizational risk. This expansion includes implementation of an entirely new EHRS data management infrastructure to support these capabilities. Due to EHRS and recent federally mandated requirements replacing International Statistical Classification of Diseases and Related Health Problems 9 (ICD-9) with ICD-10 diagnosis codes, the QM Section needs to make substantial revisions to existing reporting tools and measurement methodologies to ensure they are responsive to the Receiver's need to accurately assess and meaningfully improve performance at the 35 adult institutions in order to ensure successful delegation back to the state.

Also there is increasing demand to use QM analytics capabilities for predictive modeling to assess and improve the cost-effectiveness of health care delivery among patients with a diverse health care case mix. The QM Section is supporting development of cost and staffing models based on an internally developed clinical risk classification model. This risk stratification model is being updated to accommodate factors related to EHRS and external regulatory developments.

In addition, the QM Section will need to revamp its performance measurement methodologies to conform as appropriate to the Healthcare Effectiveness Data and Information Set (HEDIS) methodology, which relies heavily on the EHRS. The HEDIS is an industry standard that allows health care systems to compare their performance for select patient outcomes with other health care systems. In order to confidently compare CDCR/CCHCS' performance using HEDIS methodologies, the measurement methodologies used by CDCR/CCHCS would need to be consistent with quality assurance standards promulgated by National Committee on Quality Assurance (NCQA) and would need to be able to pass a NCQA-certified HEDIS compliance audit if performed. The ability to compare CDCR/CCHCS' performance with non-correctional health care systems is considered a key strategy by the Receiver in assessing constitutional adequacy, which will facilitate resolution of the *Plata* litigation and delegation back to the State of California. The QM Section also needs to develop methodologies to measure compliance with an industry delivery model known within CDCR/CCHCS as the Complete Care Model (CCM).

There are significant interdependencies between EHRS and the QM Section's informatics and health care analytics initiatives supporting the CDCR/CCHCS Quality Management and Patient Safety Programs. The contractor will work with the CDCR/CCHCS Chief Quality Officer (CQO) and QM staff to support development of tools and capabilities that will contribute to successful implementation of these initiatives. In addition, the contractor will provide expertise on health care performance measurement methodologies, business process improvement, and project management that assists the QM Section in meeting targets described in CDCR's Strategic Plan, the Receiver's Turnaround Plan of Action, and the CDCR/CCHCS Performance Improvement Plan. The consultant will assist the QM Section in fully leveraging the enhanced informatics and analytics capabilities now available with the EHRS, ultimately yielding improvements in both operational performance patient outcomes.

In addition, the need to revamp the measurement methodologies and data management infrastructure to incorporate federally mandated changes in diagnostic coding and to conform to HEDIS methodologies and accreditation requirements related to the industry standard delivery model represents new knowledge and skills that also need to be transferred over the next few years to state employees.

## **2. Period of Performance (Term)**

- a. The term of this Agreement shall commence on September 12, 2016, or the date the Agreement is fully executed by both parties, whichever is later and continue through March 3, 2017, which coincides with California's statewide IT consulting services MSA. This represents the core term.
- b. Unless specifically prohibited by the state's MSA and/or the solicitation document which was the basis for this Agreement, this Agreement may be amended by mutual consent of the parties. No alteration or variation of the contract's terms shall be valid unless made in writing and signed by both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- c. Contingent upon the Department of General Services (DGS) exercising the optional extension to the Statewide IT MSA, the CDCR/CCHCS reserves the option to amend the Agreement to extend the term through any portion of an extension period authorized by DGS as long as the extension period does not extend beyond any authorized DGS MSA extension.
- d. If the identified tasks/deliverables included in the executed Agreement are not completed within the contract core term, or fully authorized and extended term(s) and unspent funds remain in the Agreement, the CDCR/CCHCS may exercise its option to extend the Agreement's term up to the end of the MSA term date, at no additional cost to the CDCR/CCHCS, in order to complete the identified tasks/deliverables at the originally agreed upon hourly rates, ensuring that the total Agreement costs are not exceeded.
- e. The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the contract's fully executed and authorized term date. Any performance of services and/or goods by the Contractor that is commenced prior to the contract's effective date shall be considered gratuitous on the part of the Contractor.

## **3. Work Location**

The Contractor is required to perform all services under this Agreement onsite within the QM Unit unless travel is required and pre-approved by the CDCR/CCHCS. The QM Section is located at 9272 Laguna Springs Dr, Elk Grove, CA 95758.

## **4. Costs**

The total cost of this Agreement is to be completed at contract issuance. Cost details are located in Attachment C: Cost Worksheet. The Contractor will propose the dedicated staff to perform the tasks and submit acceptable deliverables described in the SOW, at the Offeror's labor rates indicated against the estimated hours per deliverable in Attachment C.

## **5. Qualifications**

It is the Offeror's responsibility to ensure their RFO response contains sufficient information to clearly demonstrate to CDCR/CCHCS that each qualification has been met. This engagement requires one resource.

The Offeror must provide a description of the following demonstrated qualifications:

### **A. Mandatory Qualifications:**

It is **mandatory** that the proposed consultant meet the minimum Job Classification and Staff Experience as noted in the User Instructions of the IT Consulting MSA for Sr. Project Manager to participate in this engagement. Additionally, the contract resource must meet the mandatory requirement of the engagement as described below.. Offerors will be evaluated on expertise and experience stated in the

resume(s) against the mandatory qualifications. At the discretion of CCHCS, interviews may be a part of the selection process. Offers not meeting the mandatory requirements of this section will be eliminated from further consideration.

The proposed consultant must have a minimum of five (5) years of experience for **ALL** of the following:

1. Experience in working with data on patient demographics, provider rosters, program enrollment, third party claims, prescriptions and laboratory results.
2. Experience in working with health care data standards (e.g., Health Level Seven (HL7), Health Insurance Portability and Accountability (HIPAA), National Council for Prescription Drug Programs (NCPDP) and code sets (e.g., Logical Observation Identifiers Names and Codes (LOINC), Current Procedural Terminology (CPT), International Classification of Diseases (ICD) and, National Drug Code (NDC).;
3. Experience in design, procurement implementation, training, maintenance and upgrades for technologies that were adopted by health care staff to support and improve health care business processes
4. Experience in overseeing small and large-scale infrastructure and/or programmatic implementations that improved health care business processes and overall health system performance.
5. Experience in designing health care quality, efficiency, access, process, enrollment, satisfaction and outcome measures based on nationally recognized standards (e.g., National Committee for Quality Assurance (NCQA) , Agency for Healthcare Research and Quality (AHRQ), National Quality Forum (NQF) and Joint Commission (JC).
6. Experience working with large health care organizations to implement transformative business process improvements throughout an entire operation.
7. Experience overseeing multiple concurrent performance improvement initiatives for large public health care agencies
8. Experience working with the executive leadership of health care organizations to design and manage the strategies, goals, objectives and actions that define core performance management activities.

#### **B. Education and Professional Certification(s)**

The proposed consultant must possess the following education degrees and professional certifications:

1. Master's Degree in a healthcare related field such as a Master of Public Healthcare (MPH) or Master of Healthcare Administration (MHA) or a Master's Degree in Business Administration (MBA) with an emphasis in healthcare or documented proof of applying concepts and techniques in the fields of epidemiology, biostatistics and/or healthcare administration.
2. Project Management Professional (PMP) certificate.

#### **C. Desirable Qualifications:**

The proposed consultant has three (3) years of experience within the last five (5) years with the following:

1. Experience deploying enterprise technology solutions within a health care and/or correctional environment.
2. Ability to understand business requirements and translate into requirements for solution capabilities.
3. Professional affiliation with multiple health care professional organizations including, but not limited to, the following:

- Accredited Standards Committee X12: <http://www.x12.org>
  - Workgroup for Electronic Data Interchange: <http://www.wedi.org>
  - Strategic National Implementation Process: <http://www.wedi.org/snip>
  - Association for Electronic Health Care Transactions: <http://www.afehct.org>
  - Healthcare Information Management Systems Society: <http://www.himss.org/ASP/index.asp>
  - Health Level 7: <http://www.hl7.org/>
  - Software Engineering Institute: <http://www.sei.cmu.edu/>
  - International Systems Security Association: <http://www.issa.org/>
4. Strong analytical skills to assess current applications and identify improvement opportunities.
  5. Ability to work in a team environment as well as independently.
  6. Knowledge of CDCR/CCHCS operations

### **3. Scope of Services**

The Contractor personnel will work with the Chief Quality Officer (CQO) and the QM Section to manage projects that leverage quality/performance management and patient safety concepts, tools, techniques and technologies to support the successful development and implementation of a sustainable QM Program for CCHCS, with an emphasis on the business infrastructure and communication strategies supporting Program processes. The Contractor personnel will provide expertise on health care informatics, business process improvement, and project management that assists the QM Section in meeting targets described in CCHCS' Strategic Plan, the Receiver's Turnaround Plan of Action, and the CCHCS Performance Improvement Plan (PIP).

Through a focus on the development of sustainable and usable reporting systems to inform program activities and performance improvement and patient safety initiatives, the Contractor personnel will support the Program's role in facilitating the Receiver's vision of providing constitutionally adequate care that the state will be able to successfully manage and sustain upon transition of prison health care delivery back to state control consistent with the delegation of authority.

**Tasks / Deliverables:** The following tables describe the tasks and deliverables required under the terms of this contract:

<b>ID #</b>	<b>Task Description</b>	<b>Deliverable</b>	<b>Date Due</b>
1.	Develop and maintain a project management plan following input from the project leads and any key project stakeholders. The project plan shall describe the execution, management and control of the project.	Project Plan developed using PMBOK standards	Two (2) weeks from start of work.
2.	Monthly Status Reports (MSRs)	Prepare and deliver written MSRs. The reports must contain an overview of project tasks and activities accomplished during the previous calendar month, and must include an overview of Contract activities completed, adherence to schedule, issues identified, information regarding the process and work of documentation work performed, work planned for the next reporting period, and financial summary of actual costs versus budget.	The fifth day of each calendar month following the first full month of Contract work. If the fifth falls on a non-working day, the report is due the first following state business day.
3.	Resolve gaps as appropriate between CCHCS performance measurement methodologies and HEDIS methodology based on industry standards and recommendations from external assessments.	Data Specifications document based on UCD recommendations that details revised methodologies for all relevant population health and care management Dashboard measures that have comparable HEDIS or AHQR counterparts.	Four (4) months following start of work
4.	Develop processes and reporting methods that would support preparedness for an audit by a NCQA-certified HEDIS compliance auditor.	HEDIS Compliance Audit Procedure that describes steps and staff responsibilities for preparing and conducting a mock audit that simulates a NCQA-certified HEDIS compliance audit.	Two (2) months following start of work
5.	Create and validate new measurements and methodologies incorporated into versions of the Dashboard that leverage data sources from EHRS, and support implementation of the Complete Care Model and QM Program.	Data Specifications Document and Validation Plan that details methodologies and verification and quality control processes for relevant measures on the PIP and Dashboard.	Four (4) months following start of work

ID #	Task Description	Deliverable	Date Due
6	Guide development and testing of a statistically sound statewide patient experience survey required by accrediting bodies such as Joint Commission and NCQA in order to be consistent with industry standards for a patient-centered health home model (i.e. CCM).	Statewide Patient Experience Survey Tool adapted from CAPHS and other relevant industry survey instruments.	Four (4) months following start of work
7.	Support development of a transparent and rigorous data quality assessment process, including Statistical Process Control which can identify informatics tools using EHR data that may not be reliable or accurate.	Procedures that detail Quality Control processes and Training Curriculum for QM analyst staff.	Three (3) months following start of work
8.	Develop and support governance structures that provide reliable delivery of new and upgraded clinical informatics tools used by diverse stakeholder groups.	Written procedure that describes purpose, responsibilities and activities of new enterprise-wide Business Intelligence and Informatics governance structure.	One (1) month following start of work
9.	Create a sustainable model to manage CCHCS informatics projects through the various stages of implementation.	Project Management Template and QM analysts staff Training and Job Aids.	One (1) month following start of work
10.	Identify clinical workflow characteristics, in particular those related to EHR, which are amenable to business process improvements that will enhance the integrity of data quality used to assess and improve performance.	Monthly Report prototype that can be used to monitor performance of Institutions who deploy the EHR that analyzes trends pre and post EHR implementation that focuses on user acceptance, adoption and potential workflow problems that compromise data quality.	Three (3) months following start of work
11.	Create models that predict expected clinical outcomes, health care cost and staffing trends based on projected clinical risk classification of CDCR patient populations.	<ul style="list-style-type: none"> <li>a. Revised Acuity-based Staffing Model;</li> <li>b. Pharmacy Cost Model;</li> <li>c. Diagnostic Studies Utilization and Cost Model.</li> </ul>	Two to Three (2 – 3) months following start of work for each model type.
12.	Knowledge Transfer	Assist QM staff to research Knowledge, skills and ability to develop duty statements; training plan and curriculum materials.	On-going through contract term

## **A. Contractor Roles and Responsibilities**

1. The Contractor will identify a Coordinator responsible for the overall contract.
2. The Contractor shall comply with all applicable CDCR/CCHCS policies, procedures and guidelines.
3. Prior to termination of the Contract, the Contractor shall return all CDCR/CCHCS property, including security badges, computer laptop, work products, etc.
4. Work with CDCR/CCHCS' Quality Management Manager and/or designee(s) to ensure that any issue(s) are addressed.
5. 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.
6. Comply with all applicable state and Agency policies and procedures, including those enumerated in Exhibit C, (CDCR/CCHCS Special Provisions).
  - By accepting the ensuing Contract, Contractor (including consultant) acknowledges that he/she has read and agrees to the provisions of Exhibit C
7. 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
8. If applicable, 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 Digest of Laws Related to Association with Prison Inmates.
10. The Contractor will store all created or modified artifacts in CDCR/CCHCS' approved repositories in accordance with CDCR/CCHCS policies.
11. On a weekly basis, each Contractor consultant shall complete a timesheet in SharePoint provided by CDCR/CCHCS.

## **B. Reporting Requirements**

Administrative Tasks identified below do not require initiation through the Job Duty Statement or Work Authorization processes, but are reportable to the state's Project Manager on a mutually agreed to schedule/basis. Administrative tasks identified below can be invoiced monthly, in arrears.

1. The Contractor's project manager will prepare a status report, weekly, to provide feedback to the QM project manager and project teams on current status and future activities. The report shall be verbal or written, depending on the requirements of QM's project manager. This report shall be in writing and shall include, but not be limited to the following information:
  - Summary of the work completed during the reporting period.
  - Status of the overall engagement, and all phases/projects, including discussion of problems encountered, solutions, and proposed solutions.
  - Tasks completed during the reporting period for all phases/projects.

## **C. Knowledge Transfer**

Contractor's obligations under the terms of the ensuing Contract include a "knowledge transfer" to CDCR/CCHCS. "Knowledge transfer is defined as the flow of knowledge, skills, information and competencies from one person to another. It is the structures and processes that move the right knowledge and skills at the right time to keep a workforce prepared, productive, innovative and competitive. This includes "on the job" training and education to CDCR/CCHCS staff including all relevant documentation to enable CDCR/CCHCS to adequately continue with the necessary tools to achieve their business mission. If applicable, the Contractor shall also provide a written manual/guide of all materials associated with this project, and agrees that CDCR/CCHCS may reproduce such documentation for its own use to sustain project continuity. Any additional training or instruction necessary to realize the "knowledge transfer" shall be provided at no additional cost to CDCR/CCHCS.

#### **D. 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 CDCR/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 CDCR/CCHCS Project Manager will determine the level of severity, and notify the appropriate CDCR/CCHCS personnel.

The CDCR/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 CDCR/CCHCS personnel include, but are not limited to the following:

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

#### **E. Assumption and Constraints**

1. Work hours for the ensuing Contract must be consistent with CDCR/CCHCS' normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
2. Contractor shall ensure availability of staff to perform the requirements of the ensuing Contract at all times during the period described above.
3. Any modifications to the Scope of Work will be mutually agreed upon by the Contractor and CDCR/CCHCS and shall require a formal amendment processed by the Acquisitions Management Section. No work on any modification can commence until such time as a fully executed contract amendment is in place.
4. Contractor must submit, in advance, a resume of all consultant substitutions. All Contractor consultant substitutions must meet all criteria and be evaluated as specified in RFO#SD16-00154 and approved by CDCR/CCHCS' Acquisitions Management Section prior to substituted consultant commencing work through an amendment to the contract.
5. The work location will be at CDCR/CCHCS' Headquarters located in 9272 Laguna Springs Dr, Building G, Elk Grove, California, or at another designated location within the greater Sacramento area.
6. CDCR/CCHCS, in its sole discretion, reserves the right to require Contractor to substitute consultant, reduce, or cancel a consultant's performance of services at any time.  
CDCR/CCHCS shall be allowed to interview such proposed substitutions and verify the proposed staff's references and qualifications. CDCR/CCHCS reserves the right to reject the Contractor's proposed substitution; in the event of rejection, the Contractor may submit additional resumes for consideration.
7. CDCR/CCHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Contract. Both parties are responsible for communicating any potential problem(s) or issue(s) to CDCR/CCHCS' QM Project Manager, and the Contractor, respectively, within one (1) business day of becoming aware of said problem(s).
8. Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in performance of the ensuing Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

#### **F. Unanticipated Tasks**

- a. 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.
- b. 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 Exhibit A.

- c. 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.
- d. 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.
- e. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and the State.
- f. 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.
- g. 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:
  - 1) If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
    - (a) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
    - (b) Terminate the Work Authorization, or
    - (c) Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
  - 2) 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.

#### **G. Work Authorization**

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

- Contractor Representative
- Project Manager described in Section I

#### **H. CDCR/CCHCS Roles and Responsibilities**

1. The CDCR/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 CDCR/CCHCS will provide cubicle accommodations for the duration of the ensuing Contract, including: desk, chair, telephone, desktop workstation, 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 CDCR/CCHCS will provide information as required by the Contractor to perform its responsibilities.
4. The CDCR/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.

**I. CDCR/CCHCS PROJECT MANAGER**

Fong Hodgdon, Staff Services Manager III  
Quality Management Unit  
Health Care Operations  
California Correctional Health Care Services  
Phone: (916) 691-0467  
Fong.hodgdon@cdcr.ca.gov

**J. CDCR/CCHCS CONTRACT ADMINISTRATOR**

Bret Mackey  
Acquisitions Management Section  
California Correctional Health Care Services  
916/691-3528  
Bret.mackey@cdcr.ca.gov

**4. Selection Process**

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

Award of a contract resulting from this RFO against a Contractor’s MSA will be based on a “best value criteria” that includes cost as a factor. CDCR/CCHCS is not constrained to accept the lowest offer and will compare all offers to determine the best value.

**A. Assessment and Selection**

Best Value shall be determined based on the following criteria:

<b>Categories</b>
Administrative Requirements
Mandatory Qualifications
Desirable Qualifications
Contractor Methodology
Cost
Interview

**B. Best Value Criteria**

**1. Administrative Requirements:**

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

**2. Mandatory Qualifications:**

**Note:** The proposed consultant must have five (5) years of experience for **ALL** of the following:

<b>Mandatory Qualifications:</b>
1. Experience in working with data on patient demographics, provider rosters, program enrollment, third party claims, prescriptions and laboratory results.
2. Experience in working with health care data standards (e.g., Health Level Seven (HL7), Health Insurance Portability and Accountability (HIPAA), National Council for Prescription Drug Programs (NCPDP) and code sets (e.g., Logical Observation Identifiers Names and Codes (LOINC), Current Procedural Terminology (CPT), International Classification of Diseases (ICD) and, National Drug Code (NDC).;
3. Experience in design, procurement implementation, training, maintenance and upgrades for technologies that were adopted by health care staff to support and improve health care business processes.
4. Experience in overseeing small and large-scale infrastructure and/or programmatic implementations that improved health care business processes and overall health system performance.
5. Experience in designing health care quality, efficiency, access, process, enrollment, satisfaction and outcome measures based on nationally recognized standards (e.g., National Committee for Quality Assurance (NCQA) , Agency for Healthcare Research and Quality (AHRQ), National Quality Forum (NQF) and Joint Commission (JC).

<b>Continued - Mandatory Qualifications:</b>
6. Experience working with large health care organizations to implement transformative business process improvements throughout an entire operation.
7. Experience overseeing multiple concurrent performance improvement initiatives for large public health care agencies.
8. Experience working with the executive leadership of health care organizations to design and manage the strategies, goals, objectives and actions that define core performance management activities.
<b>Mandatory Education and Certification(s)</b>
9. Master's Degree in a healthcare related field such as a Master of Public Healthcare (MPH) or Master of Healthcare Administration (MHA) or a Master's Degree in Business Administration (MBA) with an emphasis in healthcare or documented proof of applying concepts and techniques in the fields of epidemiology, biostatistics and/or healthcare administration
10. Project Management Professional (PMP) certificate

**3. Desirable Qualifications:**

Within the last five (5) years, the proposed consultant has three (3) years of experience with the following:

<b>Desirable Qualifications:</b>
1. Experience deploying enterprise technology solutions within a health care and/or correctional environment.
2. Ability to understand business requirements and translate into requirements for solution capabilities.
3. Professional affiliation with multiple health care professional organizations including, but not limited to the following: <ul style="list-style-type: none"> <li>• Accredited Standards Committee X12: <a href="http://www.x12.org">http://www.x12.org</a></li> <li>• Workgroup for Electronic Data Interchange: <a href="http://www.wedi.org">http://www.wedi.org</a></li> <li>• Strategic National Implementation Process: <a href="http://www.wedi.org/snip">http://www.wedi.org/snip</a></li> <li>• Association for Electronic Health Care Transactions: <a href="http://www.afehct.org">http://www.afehct.org</a></li> <li>• Healthcare Information Management Systems Society: <a href="http://www.himss.org/ASP/index.asp">http://www.himss.org/ASP/index.asp</a></li> <li>• Health Level 7: <a href="http://www.hl7.org/">http://www.hl7.org/</a></li> <li>• Software Engineering Institute: <a href="http://www.sei.cmu.edu/">http://www.sei.cmu.edu/</a></li> <li>• International Systems Security Association: <a href="http://www.issa.org">http://www.issa.org</a></li> </ul>
4. Strong analytical skills to assess current applications and identify improvement opportunities.
5. Ability to work in a team environment as well as independently.
6. Knowledge of CDCR/CCHCS operations

**4. Contractor Methodology:**

<b>Contractor Methodology:</b>
Using the Proposed Consultant Qualification Forms, (Attachment G) as a description of Offeror's expertise and experience (e.g., type of services rendered, projects completed, etc.) providing Sr. Project Manager services as requested in Exhibit A, Statement of Work

**Note:** CDCR/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 MSA hourly rate.

### **III. EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **A. INVOICING AND PAYMENT**

1. Payment for tasks performed under this contract shall be by deliverables. It shall be the CDCR/CCHCS's sole determination as to whether a deliverables has been successfully completed and is acceptable to the organization. Signed acceptance is required from CDCR/CCHCS's Project Manager before processing an invoice for payment.
2. Invoices shall be detailed and identify labor and costs charged against each deliverable or Administrative Task. Invoices must identify Contractor personnel by name and classification, hourly rate of pay, and hours expended by deliverable and/or Administrative Task.
3. Invoice(s) shall be due and payable, and payment shall be made only after the CDCR/CCHCS's acceptance of each deliverable under this contract, and/or acceptance of Administrative Tasks performed by the Contractor.
4. Payment is subject to acceptance by the CDCR/CCHCS' Project Manager.
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

#### **IV. EXHIBIT C - CDCR/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 CDCR/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 CDCR/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 CDCR/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 3285 and 3415*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **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. CDCR/CCHCS electronic data stored upon any Provider device must be returned to the CDCR/CCHCS immediately and the vendor must certify that CDCR/CCHCS data is either removed from the Providers devices by degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 and National Industrial Security Program (NISP) Operating Manual (DOD 5220.22-M) and Clearing and Sanitization Matrix (C&SM) based on NSA/CSS Policy Manual 9-12, "Storage Device Declassification Manual".

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

### **Definitions**

#### **Catch-All Definition:**

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

#### **Specific Definitions:**

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

### **Obligations and Activities of Business Associate**

#### **Business Associate agrees to:**

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

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

- D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- E. Make available protected health information in a designated record set to the Covered Entity or individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or at the request of an individual, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- G. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- H. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- I. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**Permitted Uses and Disclosures by Business Associate**

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

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

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

**Term and Termination**

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Service Agreement, and shall terminate on termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- B. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- C. Obligations of Business Associate Upon Termination.

Business Associate

- A. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
  3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
  4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
  5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- B. Upon termination of this Agreement, if requested by Covered Entity, Business Associate will transmit the protected health information to another business associate of the Covered Entity.
- C. Upon termination of this Agreement, Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

**Miscellaneous**

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

**VI. REQUIRED ATTACHMENTS**

See Attachment A

## **ATTACHMENT A**

### **REQUIRED ATTACHMENT CHECKLIST**

A complete offer package will consist of the items identified below.

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

#### **The following documents are required upon submission of offer:**

- Required Attachment Check List (Attachment A)
- Offer/Offeror Certification Sheet (Attachment B)
- Small Business/Disabled Veteran Enterprise Certification(s) (if applicable)
- Cost Work Sheet (Attachment C)
- Offeror's References (Attachment D)
- Bidder Declaration Form, GSPD-05-105 (Attachment E)
- Payee Data Record (STD-204) (Attachment F)
- Proposed Consultant Qualification Forms (Attachment G)

#### **The following documents are required upon award of the contract:**

- Primary Laws, Rules, and Regulations Regarding Association with 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. <b>Signature</b>	7. Date

**ATTACHMENT C  
COST WORKSHEET**

No.	Deliverable Title	MSA Classification	MSA Published Hourly Rate	Offeror's Hourly Rate	Estimated Hours by Deliverable	Total Deliverable Costs
1.	Project Plan					
2.	Monthly Status Reports*					
3.	Revised Methodologies for Population Health and Care Management Measures					
4.	HEDIS Compliance Audit Procedure					
5.	Data Specifications Document and Validation Plan – PIP & Dashboard					
6.	Statewide Patient Experience Survey Tool					
7.	Quality Control Procedures and Training Curriculum					
8.	Procedure on Business Intelligence and Informatics Governance Structure					
9.	Project Management Template and Quality Management staff Training and Job Aids					
10.	Monthly Report Prototype to monitor EHRS performance, pre & post					
11.a	Revised Acuity-based Staffing Model					
11.b	Pharmacy Cost Model					
11.c	Diagnostic Studies Utilization and Cost Model					
Sub-Total:						
Unanticipated Tasks – 10% of Sub-Total Deliverable Costs:*						
<b>Grand Total:</b>						

Total Deliverable Costs = Offeror's Hourly Rates multiplied by Estimated Hours by Deliverable  
The state's average work hours per month is 176  
\*Unanticipated Tasks – This is a set aside for payment of unanticipated tasks specifically authorized through a Work Authorization under the conditions described in Exhibit A, Section 3, F.  
Monthly Status Reporting and completing weekly timesheets are administrative functions and will not be billed as a deliverable cost.  
Costs related to items such as travel, per diem and travel time to the designate base of operation for this engagement Contractor costs. CDCR/CCHCS shall not pay for such costs as a separate item. For the purposes of this engagement, the base of operation will be the CDCR/CCHCS, Quality Management Office, 9272 Laguna Springs Drive, Elk Grove, CA 95758.

**ATTACHMENT D**

**OFFEROR REFERENCES**

Submission of this attachment is **mandatory** for the proposed consultant. 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 eliminate your offer from further consideration.**

List below three 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 CONSULTANT** \_\_\_\_\_

<b>REFERENCE 1</b>			
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:			

<b>REFERENCE 2</b>			
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:			

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

## **ATTACHMENT E**

### **BIDDER DECLARATION**

GSPD-05-105 (REV 08/09)

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

The GSPD-05-105; can be found at: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

**ATTACHMENT F**

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

<b>1</b>	<p><b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>								
<b>2</b>	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <hr/> <table style="width:100%; border: none;"> <tr> <td style="width:60%; border: none;">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width:40%; border: none;">E-MAIL ADDRESS</td> </tr> <tr> <td style="border: none;">MAILING ADDRESS</td> <td style="border: none;">BUSINESS ADDRESS</td> </tr> <tr> <td style="border: none;">CITY, STATE, ZIP CODE</td> <td style="border: none;">CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS								
MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
<b>3</b>	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input style="width:150px;" type="text"/></p> <p><input type="checkbox"/> PARTNERSHIP                      CORPORATION:</p> <p style="margin-left: 40px;"> <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="checkbox"/> LEGAL (e.g., attorney services)  <input type="checkbox"/> EXEMPT (nonprofit)  <input type="checkbox"/> ALL OTHERS         </p> <hr/> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR      <input style="width:150px;" type="text"/></p> <p>ENTER SOCIAL SECURITY NUMBER: <input style="width:150px;" type="text"/></p> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>	<p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.</p>							
<b>4</b>	<p><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California.  <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.         </p>								
<b>5</b>	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <hr/> <table style="width:100%; border: none;"> <tr> <td style="width:70%; border: none;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width:30%; border: none;">TITLE</td> </tr> <tr> <td style="border: none;">SIGNATURE</td> <td style="border: none;">DATE</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">TELEPHONE ( )</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE ( )
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE								
SIGNATURE	DATE								
	TELEPHONE ( )								
<b>6</b>	<p>Please return completed form to:</p> <p>Department/Office: <u>California Correctional Health Care Services</u></p> <p>Unit/Section: <u>Acquisitions Management Section</u></p> <p>Mailing Address: <u>P. O. Box 588500, Bldg. D-2</u></p> <p>City/State/Zip: <u>Elk Grove, CA 95758</u></p> <p>Telephone: ( ) _____ Fax: ( ) _____</p> <p>E-mail Address: _____</p>								

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: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>          For hearing impaired with TDD, call: 1-800-822-6268 Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></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 CONSULTANT QUALIFICATIONS FORMS**

**MANDATORY QUALIFICATIONS:**

**Company Name:** \_\_\_\_\_ **Proposed Project Position(s):** \_\_\_\_\_

**Name of proposed Contractor Personnel:** \_\_\_\_\_

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

**EXPERIENCE**

<b>Qualifications</b>	<b>Years</b>	<b>Company</b>	<b>Position *</b> Describe how the position listed ties back to the scope of services.	<b>Page # or Location in Resume</b>
Five (5) years of experience applying analytical processes on IT projects and at least three (3) years of that experience must have been in systems analysis and design:				
Experience in working with data on patient demographics, provider rosters, program enrollment, third party claims, prescriptions and laboratory results.				
Experience in working with health care data standards (e.g., Health Level Seven (HL7), Health Insurance Portability and Accountability (HIPAA), National Council for Prescription Drug Programs (NCPDP) and code sets (e.g., Logical Observation Identifiers Names and Codes (LOINC), Current Procedural Terminology (CPT), International Classification of Diseases (ICD) and, National Drug Code (NDC).;				
Experience in design, procurement implementation, training, maintenance and upgrades for technologies that were adopted by health care staff to support and improve health care business processes				
Experience in overseeing small and large-scale infrastructure and/or programmatic implementations that improved health care business processes and overall health system performance				

**ATTACHMENT G**  
(Continued)

<b>Qualifications</b>	<b>Years</b>	<b>Company</b>	<b>Position *</b> Describe how the position listed ties back to the scope of services.	<b>Page # or Location in Resume</b>
Experience in designing health care quality, efficiency, access, process, enrollment, satisfaction and outcome measures based on nationally recognized standards (e.g., National Committee for Quality Assurance (NCQA) , Agency for Healthcare Research and Quality (AHRQ), National Quality Forum (NQF) and Joint Commission (JC)				
Experience working with large health care organizations to implement transformative business process improvements throughout an entire operation				
Experience overseeing multiple concurrent performance improvement initiatives for large public health care agencies				
Experience working with the executive leadership of health care organizations to design and manage the strategies, goals, objectives and actions that define core performance management activities.				
Master's Degree in a healthcare related field such as a Master of Public Healthcare (MPH) or Master of Healthcare Administration (MHA) or a Master's Degree in Business Administration (MBA) with an emphasis in healthcare or documented proof of applying concepts and techniques in the fields of epidemiology, biostatistics and/or healthcare administration				
Project Management Professional (PMP) certificate				

\*Add additional sheets if needed

**ATTACHMENT G**  
(Continued)

PROPOSED CONSULTANT QUALIFICATIONS FORMS

**DESIRABLE QUALIFICATIONS:**

**Company Name:** \_\_\_\_\_ **Proposed Project Position(s):** \_\_\_\_\_

**Name of proposed Contractor Personnel:** \_\_\_\_\_

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

**EXPERIENCE**

<b>Qualifications</b>	<b>Years</b>	<b>Company</b>	<b>Position*</b> Describe how the position listed ties back to the scope of services.	<b>Page # or Location in Resume</b>
Three (3) years of experience within the last five (5) years:				
Experience deploying enterprise technology solutions within a health care and/or correctional environment.				
Ability to understand business requirements and translate into requirements for solution capabilities.				
Professional affiliation with multiple health care professional organizations including, but not limited to, the following: <ul style="list-style-type: none"> <li>• Accredited Standards Committee X12: <a href="http://www.x12.org">http://www.x12.org</a></li> <li>• Workgroup for Electronic Data Interchange: <a href="http://www.wedi.org">http://www.wedi.org</a></li> <li>• Strategic National Implementation Process: <a href="http://www.wedi.org/snip">http://www.wedi.org/snip</a></li> <li>• Association for Electronic Health Care Transactions: <a href="http://www.afehct.org">http://www.afehct.org</a></li> <li>• Healthcare Information Management Systems Society: <a href="http://www.himss.org/ASP/index.asp">http://www.himss.org/ASP/index.asp</a></li> <li>• Health Level 7: <a href="http://www.hl7.org/">http://www.hl7.org/</a></li> <li>• Software Engineering Institute: <a href="http://www.sei.cmu.edu/">http://www.sei.cmu.edu/</a></li> <li>• International Systems Security Association: <a href="http://www.issa.org/">http://www.issa.org/</a></li> </ul>				

**ATTACHMENT G**  
(Continued)

<b>Qualifications</b>	<b>Years</b>	<b>Company</b>	<b>Position *</b> Describe how the position listed ties back to the scope of services.	<b>Page # or Location in Resume</b>
Strong analytical skills to assess current applications and identify improvement opportunities				
Ability to work in a team environment as well as independently.				
Knowledge of CDCR/CCHCS operations				

\*Add additional sheets if needed

**ATTACHMENT H**

WORK AUTHORIZATION

**SAMPLE**

**IT CONSULTING SERVICES (SR. PROJECT MANAGER)**

<b>TITLE:</b>	70/752 Output Formatter
---------------	-------------------------

**Task Summary:**

Develop program to format and print simulated 70/752 displays using a sequential data set as input.

**Schedule Dates:**

<b>Start Date:</b>	<b>Weekday, Month, Day, Year</b> e.g. (Monday, December XX, 20XX)
<b>Completion Date</b>	<b>Weekday, Month, Day, Year</b> e.g. (Friday, March XX, 20XX)

<b>Estimated Labor-Hours</b>	<b>Labor-Hour Rate</b>	<b>Estimated Total Cost</b>
100	\$90.00	\$9,000.00

<b>Contractor Personnel to be Assigned</b>	<b>Job Classification/Skill Level</b>
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. \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
CCHCS' Project Management Program Manager

Name / Title

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

\_\_\_\_\_  
Contractor's Engagement Manager

Name / Title

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

## **ATTACHMENT I**

STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS AND REHABILITATION

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

CDCR 181 (Rev 10/14)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SOURCE: CCR, Title 15, Section 3261.5

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

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

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

**ATTACHMENT J**

**CONTRACTOR CONFIDENTIALITY AND CONFLICT OF INTEREST STATEMENT**

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

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

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

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