



CALIFORNIA MULTIPLE AWARDS SCHEDULE
CALIFORNIA PRISON HEALTH CARE SERVICES
BUSINESS CONSULTING SERVICES

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

REQUEST FOR OFFER

LEVERAGED PROCUREMENT AGREEMENT
INFORMATION TECHNOLOGY CONSULTING
MAXOR GUARDIANRX PHARMACY SYSTEM – SYSTEM ANALYSIS
RFO #10-021-ITS

June 2, 2010

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for Information Technology (IT) Consultant Services to provide subject matter expertise on the Maxor GuardianRx Pharmacy System architecture. Contractor will have responsibility to deliver: 1) a written standard and process model on the current GuardianRx Pharmacy System; 2) an assessment and written report on current and future-state system architecture; and 3) a transition plan that documents how current architecture may be transitioned to a future-state system architecture; and 4) other system assessment needs as requested.

The Contractor will report to CPHCS' Deputy Chief Information Officer (DCIO), Clinical Applications, Project Sponsors, or designee(s). In submitting an offer vendor must comply with the instructions found herein.

The term of the proposed Agreement is targeted for June 28, 2010 through June 27, 2011. CPHCS reserves the option to extend Agreement for one (1) additional year at the same rate of award, and/or to add additional funds up to the maximum CMAS threshold. The contract award is subject to availability of funds approved for this purpose.

All offers must be signed by an authorized officer of the company or firm who has legal and binding authority. By submitting an offer, your firm agrees to the terms and conditions stated in this Request for Offer and in accordance with your authorized Leveraged Procurement Agreement (i.e., California Multiple Award Schedule [CMAS]).

Offers are due by **4:00 p.m., Wednesday, June 16, 2010**. Responses and any required copies must be submitted by electronic mail and clearly labeled to the department contact noted below.

Department Contact:

California Prison Health Care Services
Attention: CYNTHIA BASA-PINZON
P.O. Box 4038
Sacramento, CA 95812-4038
(916) 324-8045
Cynthia.Basa-Pinzon@cdcr.ca.gov

RESPONSE GUIDELINES

This RFO, Offeror's response, the CMAS General Provisions – Information Technology (GSPD 401IT, effective January, 2010), and applicable CMAS IT Special Provisions will be made part of the ordering department's Purchase Order and/or procurement contract file.

Offers must be submitted electronically to the departmental contact address noted on page 1. All pages of Offeror's response received prior to due date and time will be considered. CPHCS is not responsible for any e-mail loss and/or failure to receive an Offeror's response. CPHCS 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.

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

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

1. Cover letter signed by the authorized officer of the company or firm who has legal and binding authority;
2. Full legal name of Offeror's organization or firm, mailing address, telephone and facsimile numbers;
3. Name, telephone number, and electronic mail (i.e., e-mail) address of Offeror's contact person;
4. Submission date of Offer;
5. A copy of Offeror's CMAS agreement that includes the California Department of General Services (DGS) logo, CMAS number, term and DGS' signature approval;
6. Copy of Liability Insurance Certificate;

Offeror must provide CPHCS with a Certificate of Insurance showing that there is liability insurance currently in effect for Offeror of not less than \$1,000,000, per occurrence, for bodily injury and property damage liability combined. The Certificate of Insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
 - b. The State of California is included as additional insured.
7. Proof of Worker's Compensation Insurance;

Offeror shall provide CPHCS with a Certificate of Insurance showing that there is current workers' compensation insurance coverage for its employees who will be engaged in performance of the requested services. The Certificate of Insurance must include provision that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

8. Completed Rate Sheet (Exhibit B-1);

Exhibit B-1 (Rate Sheet) must provide: 1) service description/deliverable; 2) estimated hours per service/deliverable; 3) price per hour/service; and 4) deliverable price; and 5) total cost. The ensuing Agreement will be invoiced and reimbursed on a deliverable (i.e., fixed-cost) basis.

- a. An example of Offeror's proposed Rate Sheet (Exhibit B-1) has been included within RFO (page 13).

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

Not applicable. For purposes of this RFO, subcontracting of proposed services will not be permitted.

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

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

12. A detailed description of Contractor's approach for completing the services requested in Exhibit A (Statement of Work), Section C (Scope of Services) including, but not limited to, the functions, roles, and responsibilities of the proposed candidate(s);

- Offeror's must include an example of assessment tools and methodology that are proposed to be used to demonstrate the quality and thoroughness of deliverables offered;
- A sample of experience in capacity of a consultant on pharmacy technologies and products; and
- A sample of experience performing system analysis on a pharmacy IT system including, but not limited to, performance and enforcement of policies and standards such as formulary, managing pharmaceutical inventory, and collecting reliable utilization data.

13. A description of Offeror's expertise and experience in performing IT consultant services as requested in Exhibit A (Statement of Work);

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

- Include a brief narrative of project description and Offeror's role for each reference provided.
 - a. Customer references will be used to verify information provided by Offeror and/or consultant for selection purposes;

15. Resume(s) of Offeror's proposed personnel, which must include all of the following:

- All relevant work experience;
- A start and end date for each job cited; and
- Consultant qualifications and experience(s) in performing IT system analysis;

16. Other Requirements:

Offeror's proposed staff will be required to complete the following documents prior to award.

Do not submit the following with your response.

a. Contractor Confidentiality Statement (Attachment B):

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

b. Non-Disclosure Agreement (Attachment C)

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

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

KEY DATES

Event	Date	Time
Release of Request for Offer	06/02/2010	
Questions or Clarifications Submittal (latest date)	06/08/2010	4:00 p.m.
Offer Response Submission Due Date	06/16/2010	4:00 p.m.
Comparison of Offers and Interview(s), if warranted.	06/16/2010 to 06/21/2010	
Best Value Determination – Selection of Vendor	06/22/2010	4:00 p.m.
Proposed Contract Start Date ¹	06/28/2010	

¹ Date subject to change.

SELECTION PROCESS

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

Best Value Criteria	
Technical Experience:	25 Points
<ul style="list-style-type: none"> • Experience in a consultant capacity on pharmacy technologies and products; 	0-05
<ul style="list-style-type: none"> • Experience performing system analysis on an IT pharmacy solution including, but not limited to, performance and enforcement of policies and standards such as formulary, managing pharmaceutical inventory, and collecting reliable utilization data; 	0-05
<ul style="list-style-type: none"> • Knowledge and ability to develop an enterprise architecture standard and process model; 	0-05
<ul style="list-style-type: none"> • At least five (5) years experience performing assessments on application infrastructure and architecture in a public health and/or correctional environment; and 	0-05
<ul style="list-style-type: none"> • Knowledge of state IT policy and governance processes. 	0-05
Administrative Criteria:	30 Points
<ul style="list-style-type: none"> • Completeness of response package; 	0-10
<ul style="list-style-type: none"> • Detailed resumes of proposed personnel describing experience levels that support Statement of Work; and 	0-10
<ul style="list-style-type: none"> • Three (3) references for Offeror and /or company and/or firm.² 	0-10
Cost:	45 Points
<ul style="list-style-type: none"> • Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points. 	0-45

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

EXHIBITS AND ATTACHMENTS:

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

² Customer references must support consultative services offered.

EXHIBIT A STATEMENT OF WORK

A. BACKGROUND AND PURPOSE

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

On June 6, 2008, federal Receiver, J. Clark Kelso, issued a plan called "Achieving a Constitutional Level of Medical Care in California's Prisons" (Plan), available at http://www.cphcs.ca.gov/docs/court/ReceiverTurnaroundPlan_060608.pdf. This Plan calls for numerous actions to be performed over the next three-to-five years by California Prison Health Care Services (CPHCS) program to meet constitutionally acceptable and sustainable levels of patient-inmate medical care.

The Receiver's primary attention has been to implement core services of the medical program, which have included improving the quantity and quality of medical and clinical personnel and access to care. Improvement upon the secondary services that support the health care delivery system continues with establishment of a comprehensive pharmacy program and rollout of the Maxor GuardianRx Pharmacy System. The Maxor GuardianRx Pharmacy System is intended to optimize and build efficiencies within the CDCR/CPHCS health care network for medication delivery and dispensing to inmate-patients.

The CPHCS seeks offers from qualified firms or companies to provide an assessment on the Maxor GuardianRx Pharmacy System from an enterprise architecture perspective. Given the independent nature of services being requested, the current Contractor (i.e., Maxor National Pharmacy Services Corporation) and/or any other person with a personal or financial interest in the GuardianRx Pharmacy Conversion Project are precluded from submitting an offer.

B. CONTRACTOR QUALIFICATIONS

Contractor must meet the Mandatory Qualifications to be considered for award. Contractors will be evaluated on expertise and experience stated in the resume against the mandatory qualifications. At discretion of CPHCS, interviews may be a part of the selection process.

Mandatory Qualifications:

1. Experience in a consultant capacity on pharmacy technologies and products;
2. Experience performing system analysis on an IT pharmacy solution including, but not limited to, performance and enforcement of policies and standards such as formulary, managing pharmaceutical inventory, and collecting reliable utilization data;
3. Knowledge and ability to develop an enterprise architecture standard and process model;
4. At least five (5) years experience performing assessments on application infrastructure and architecture in a public health and/or correctional environment; and
5. Knowledge of state IT policy and governance processes.

Desirable Qualifications:

1. Possession of IT career certification acknowledging area of specialization;
2. Knowledge of and experience with CPHCS' application portfolio;
3. Experience deploying enterprise technology solutions within a health care and/or correctional environment;
4. Experience with business reengineering projects;
5. Knowledge of CPHCS and/or CDCR operations; and
6. Ability to travel and work in a team environment as well as independently.

C. SCOPE OF SERVICES

Contractor will be required to perform deliverables that include, but are not limited to, development of a written standard and process model on the current GuardianRx Pharmacy System; an assessment and written report on current and future-state system architecture; a transition plan that documents how current architecture may be transitioned to a future-state system architecture; and other system assessment needs as requested.

1. In the event Contractor fails to perform any of the following deliverables due to fault or negligence of Contractor, CPHCS may impose Section 1.a., of the State Model IT Purchase Special Provisions (Liquidated Damages), which will be incorporated by reference in the ensuing Agreement.
2. Before embarking on any deliverable, Contractor must work with CPHCS' DCIO, Clinical Applications, or designee(s), and prepare a Description of Deliverables (DOD).
 - The DOD must be approved CPHCS' DCIO, or designee(s), prior to commencement of work.
3. Work Authorization:

Either party may at any time propose a change to Scope. If Contractor believes that such change will increase Contractor's costs or delay completion, the parties will negotiate in good faith to try to accommodate such requests. Contractor will price any additional fees, at CPHCS' option, based on time and material rate(s) or fixed cost. Contractor will disclose and explain to CPHCS its method of pricing a change order. At CPHCS' request, the parties will use project estimation tools to aid in determining pricing and to ensure that it is competitive in the marketplace. No change will be effective unless and until set forth in a written amendment to the Agreement, which is approved and signed by the parties. Any agreed upon modifications will be performed by Contractor in accordance with the amendment and Agreement provisions. Any failure to agree to a proposed change will not impair the enforceability of other Agreement terms or in Scope.

Contractor is required to perform all of the following deliverables:

1. Standard and Process Model

Develop a written standard and process model that CPHCS may utilize to model architecture of GuardianRx and other projects.

Deliverable 1 – Develop written standard and process model.

Acceptance Criteria - Approval of deliverable by CPHCS' DCIO or designee(s).

2. GuardianRx Pharmacy System Assessment and Written Report

Conduct an assessment and prepare a written report on the current GuardianRx Pharmacy System architecture that identifies functionality and maps back to GuardianRx components;

- Contractor's report shall include documentation of existing (i.e., current-state) system and a proposed future-state pharmacy architecture that resolves system deficiencies.
 - a. Contractor's approach on future-state pharmacy architecture must receive prior approval from CPHCS' DCIO, or designee(s), for transition-related activities.
- Contractor shall provide a detailed written report of assessment methodology and findings, as required above, within ten (10) working days of completion of assessment activities.

Deliverable 2 – Conduct system assessment and prepare written report.

Acceptance Criteria - Approval of deliverable by CPHCS' DCIO or designee(s).

3. Transition Plan

Develop a comprehensive Transition Plan that documents how the current GuardianRx system architecture may be transitioned to future-state system architecture, and assist with third-party implementation of the plan.

At minimum, the transition plan must include and/or address all of the following:

- Guide implementation from both a business and technical perspective to ensure GuardianRx Pharmacy System is satisfactory from both aspects;
- All dependencies for successful implementation of transition plan; and
- Identification and quantification of risks and development of mitigation plans.

Deliverable 3 – Develop and assist with implementation of Transition Plan.

Acceptance Criteria - Approval of deliverable by CPHCS' DCIO or designee(s).

4. Other GuardianRx Pharmacy System Assessment Needs

There may be unanticipated activities that are essential to the overall assessment of the GuardianRx Pharmacy System.

- This deliverable will be: a) defined as needed throughout the assessment; b) approved in the same manner as other deliverables (i.e., after creation and acceptance of a description of deliverables); and c) reimbursed in accordance with provision C.3. (Work Authorization) above.

D. PROJECT ASSUMPTIONS AND CONSTRAINTS

1. Work hours for the ensuing Agreement must be consistent with CPHCS normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
2. Contractor's performance of deliverables and/or report(s) may occur during or outside normal business hours upon prior written approval from the DCIO, Clinical Applications.
3. The work location will be at 660 J Street, Sacramento, California, or at another designated location within the greater Sacramento area.
4. Any modifications to SOW of the proposed Agreement will be defined, documented and mutually agreed upon by Contractor and DCIO, or designee.
5. Services not specified in Scope may only be performed pursuant to a work authorization signed by CPHCS. In no event will the total amount paid for such work exceed ten percent (10%) of the value of IT consulting services required by the ensuing Agreement.
6. Contractor must submit, in advance, a resume of all personnel substitutions. All Contractor personnel substitutions must be approved by the CPHCS DCIO, or designee, prior to substituted personnel commencing work.
7. CPHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel.
8. The CPHCS reserves the right to renegotiate services deemed necessary to meet the needs of the project according to State priorities. CPHCS and the Contractor shall mutually agree to all changes; and renegotiated services outside the scope of the original contract may require control agency approval prior to commencement of work.
10. The CPHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Agreement. Both parties are responsible for communicating any potential problem(s) or issue(s) to CPHCS' DCIO and the Contractor, respectively, within eight (8) hours of becoming aware of said problem(s).
11. 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 Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws. **CPHCS ROLES AND RESPONSIBILITIES**

1. CPHCS will provide cubicle accommodations at 660 J Street, Sacramento, California or at another designated location in the greater Sacramento area. Accommodations may include a desk, telephone, computer hardware, and software necessary for performance of the work.
2. CPHCS will be responsible for monitoring and reviewing of services as invoiced.
3. CPHCS will help resolve and escalate issues within the organization, as necessary.
4. CPHCS may provide Contractor access to applicable files, reports, contracts, documents, and other relevant information.
5. CPHCS will provide staff availability for consultation meetings.

6. Provision of clerical or other support services is strictly at the option of CPHCS. Contractor should assume that CPHCS will not provide any assistance of a clerical nature for documents or telephone support.

F. CONTRACTOR ROLES AND RESPONSIBILITIES

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

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

G. PERIOD OF PERFORMANCE

It is estimated that the ensuing Agreement will begin on or about June 28, 2010 through June 27, 2011. CPHCS reserves the option to extend Agreement for one (1) additional year at the same rate of award, and/or to add additional funds up to the maximum CMAS threshold.

H. EVALUATION OF CONTRACTOR

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

"Days" means calendar days unless otherwise specified.

I. TERMINATION

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

J. CPHCS CONTRACT MANAGER

DEPUTY CHIEF INFORMATION OFFICER
Clinical Applications
California Prison Health Care Services
P.O. Box 4038
Sacramento, California 95812-4038

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of an invoice, CPHCS agrees to reimburse Contractor for services on a deliverable basis (i.e., fixed-cost) and in accordance with Exhibit B-1 (Rate Sheet).

Contractor shall submit an invoice in triplicate (with original signatures in blue-ink) specifying work delivered and any outstanding issues and/or concerns that need to be addressed.

- Invoices for reimbursement on a deliverable basis shall not be submitted more frequently than monthly in arrears and payments will not exceed ninety percent (90%) of the total price (i.e., deliverable cost). The ten percent (10%) withholding will be payable upon completion of all deliverables and final acceptance by CPHCS.

Invoices shall be submitted with all supporting documentation that properly details all charges, expenses, and direct costs. Contractor's invoice submitted to CPHCS must identify the Agreement number. Any invoice submitted without the above referenced information may be returned to Contractor for re-processing.

Upon completion of services to the satisfaction of CPHCS, Contractor shall address and submit the invoice to the following:

DEPUTY CHIEF INFORMATION OFFICER
Clinical Applications
Information Technology Services Division
California Prison Health Care Services
P.O. Box 4038
Sacramento, California 95812-4038

2. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the project, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of the Agreement.
- b. If funding for purposes of this project is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. TRAVEL AND MISCELLANEOUS EXPENSES

Travel outside the greater Sacramento metropolitan area will be necessary as CPHCS has correctional institutions and regional offices located throughout the State

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

No travel or parking within the Sacramento metropolitan area will be paid. Only approved business travel originating at the CPHCS site may be reimbursed. Travel to and from the consultant's home or business to the primary CPHCS project site is not reimbursable, unless otherwise expressly authorized by CPHCS. For purposes of this RFO, there is no travel budget allotted on the Exhibit B-1 (Rate Sheet).

**EXHIBIT B-1
RATE SHEET**

Contractor hereby agrees to provide all labor and transportation necessary to perform the services required in accordance with the Statement of Work and the Terms and Conditions of the Agreement.

Upon completion of all deliverables to the satisfaction of CPHCS, Contractor services shall be billed and reimbursed on a deliverable basis (i.e., fixed-cost) unless otherwise specified.

Service Description /Deliverable	Estimated Hours³ Per Service/Deliverable	Price Per Hour/Per Service	Deliverable Price
Develop Written Standard and Process Model			
Conduct Assessment and Prepare Written Report			
Develop and Assist With Implementing Transition Plan			
Other GuardianRx Assessment Needs			

Total Cost

\$ _____

³Number of hours and price per hour/service is for informational purposes only.

EXHIBIT C
CDCR SPECIAL PROVISIONS

1. ACCOUNTING PRINCIPLES

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

2. SUBCONTRACTOR/CONSULTANT INFORMATION

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

3. EMPLOYMENT OF EX-OFFENDERS

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

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

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

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

4. LICENSES AND PERMITS

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

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

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

5. CONFLICT OF INTEREST

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

a. Contractors and Their Employees

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

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

b. Current State Employees

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

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

c. Former State Employees

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

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

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

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

dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

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

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

6. DISCLOSURE

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

7. SECURITY CLEARANCE/FINGERPRINTING

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

8. NOTIFICATION OF PERSONNEL CHANGES

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

9. NON ELIGIBLE ALIEN CERTIFICATION

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

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

10. BLOODBORNE PATHOGENS

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

11. TUBERCULOSIS (TB) TESTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. CLOTHING RESTRICTIONS

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

institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

14. TOBACCO-FREE ENVIRONMENT

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

15. SECURITY REGULATIONS

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

16. GATE CLEARANCE

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

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

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

17. BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

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

ATTACHMENT B
CONTRACTOR CONFIDENTIALITY STATEMENT

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

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for the Maxor GuardianRx Pharmacy System - System Analysis (RFO #10-021-ITS). For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____ Telephone Number: _____

Fax Number: _____

Email Address: _____

**ATTACHMENT C
NON-DISCLOSURE AGREEMENT**

I certify that I will hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of the Maxor GuardianRx Pharmacy System - System Analysis. Based on my involvement with the Maxor GuardianRx Pharmacy System - System Analysis, 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 Maxor GuardianRx Pharmacy System - System Analysis and related initiative(s)/procurement(s) thereof.

At all times during and after the process by which the California Prison Health Care Services and/or the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create the Project, CPHCS' and/or CDCR's employees, CPHCS' prospective bidders, and/or CPHCS and/or CDCR's vendors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties will protect CPHCS' 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 CPHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

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

Signature: _____ Date: _____

Printed Name: _____

Title _____

Organization: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

ATTACHMENT D
STATEMENT OF ECONOMIC INTERESTS (FORM 700)

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

<http://www.fppc.ca.gov/forms/700-08-09/Form700-08-09.pdf>