



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES**

**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION**

**REQUEST FOR OFFER**

**LEVERAGED PROCUREMENT AGREEMENT**  
**INFORMATION TECHNOLOGY CONSULTING SERVICES**  
**ISO INFORMATION SECURITY CONSULTANT**

**RFO #11-060-ITS**

June 9, 2011

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for an ISO Information Security Consultant to support CPHCS' Information Security Office program development and management.

Contractor will report to CPHCS' Chief Information Officer 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 30, 2011, through June 29, 2012. CPHCS reserves the option to extend the Agreement for up to two (2) additional one-year terms at the same deliverable rate(s) 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, Offeror agrees to the terms and conditions of this Request for Offer and Offeror's Leveraged Procurement Agreement (i.e., California Multiple Award Schedule [CMAS]).

Offers are due by **4:00 p.m., Monday, June 24, 2011. 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  
P.O. Box 4038  
Sacramento, CA 95812-4038  
(916) 324-8045  
[Cynthia.Basa@cdcr.ca.gov](mailto:Cynthia.Basa@cdcr.ca.gov)

## RESPONSE GUIDELINES

This RFO, Offeror's response, the General Provisions – Information Technology (GSPD 401IT, effective 06/08/2010), and applicable IT Services 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 Request for Offer (RFO) due date.

The delivery of any offer via U.S. mail, private delivery service, and/or by personal service will not be accepted by 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 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;<sup>1</sup> 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

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<sup>1</sup> "Days" means calendar days unless otherwise specified.

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

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

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

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

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

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

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

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

1. Prior to award contractors may be requested to submit additional written clarifying information (e.g., STD. 843 – Disabled Veteran Business Enterprise Declaration, etc.). Failure to submit requested information may be grounds for rejection of offer.

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 vendor personnel (i.e., individual consultant);

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

14. Three (3) customer references for Offeror to verify engagement(s) similar in scope as requested in Exhibit A (Statement of Work);<sup>2</sup>

15. Resumes of Contractor personnel must include all of the following:

- a. All relevant work experience;
- b. A start and end date for each job cited; and

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<sup>2</sup> Customer references will be used for selection purposes.

c. Three (3) customer references.

16. Copies of pertinent IT certification(s) for the security requirements described in Exhibit A (Statement of Work); and

17. Other Requirements:

Contractor's staff may be required to complete the following documents.

a. Contractor Confidentiality Statement (Attachment B):

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

b. Non-Disclosure Agreement (Attachment C)

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

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

**KEY DATES**

Event	Date	Time
Release of Request for Offer	06/10/2011	
Questions or Clarifications Submittal (latest date)	06/17/2011	4:00 p.m.
Offer Response Submission Due Date	06/24/2011	4:00 p.m.
Comparison of Offers and Interview(s), if warranted.	06/27/2011 to 06/28/2011	
Best Value Determination – Selection of Vendor	06/29/2011	4:00 p.m.
Proposed Contract Start Date <sup>3</sup>	06/30/2011	

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<sup>3</sup> 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 CPHCS' discretion.

<b>Best Value Criteria</b>	
<b>Technical Criteria:</b>	<b>55 Points</b>
1. At least five years of experience related to performing information security roles and responsibilities, and developing security policies, procedures, and standards;	0-10
2. Knowledge of and experience with regulatory compliance in a large health care provider and/or health plan organizations;	0-10
3. Experience with National Institute of Standards and Technology (NIST) information security regulations, ISO 27002 Standards, and Health Insurance Portability and Accountability Act (HIPAA) Security Rule Standards applicable to CPHCS;	0-05
4. Knowledge of and experience with security regulations applicable to IT and protection of confidential electronic personal and health information data, and databases (e.g., State Administrative Manual, California Technology Agency, State Office of Information Security, California Office of HIPAA Implementation, Health Information and Technology for Economic and Clinical Health Act [HITECH], etc.);	0-05
5. Experience identifying separate threats, vulnerabilities and related risks, assessing existing controls and recommending and implementing risk mitigation measures for a multiple site correctional environment;	0-10
6. Knowledge of and experience with development and implementation of an information security program including, but not limited to: a) risk management; b) security incident reporting; c) disaster recovery planning; d) system development life cycle (SDLC) security controls; and e) security awareness training; and	0-05
7. Security professional certifications and specialized training (e.g., Certified Information Systems Security Professional [CISSP], Certified Information Security Manager [CISM], Certified Information Security Auditor [CISA], Project Management Professional [PMP], and Microsoft Certified System Engineer [MCSE]), and applicable educational degree(s) (e.g. Management Information Systems [MIS], Computer Science, etc.).	0-10
<b>Administrative Criteria:</b>	<b>15 Points</b>
1. Completeness of response package;	0-05
2. Detailed resumes of proposed personnel, including references describing experience levels that support Statement of Work; and	0-05
3. Three (3) references for Offeror and/or company and/or firm	0-05
<b>Cost:</b>	<b>30 Points</b>
1. Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points.	0-30

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 deliverable cost offered in Exhibit B-1 (Rate Sheet), 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 1	Cost Proposal Worksheet
Attachment A	Payee Data Record (STD 204)
Attachment B	Contractor Confidentiality Statement
Attachment C	Non-Disclosure Agreement
Attachment D	Statement of Economic Interests (Form 700)

## **EXHIBIT A STATEMENT OF WORK**

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

The California 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. Brown) brought against the State of California over the quality of medical care in the State's prison system.

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

California Prison Health Care Services (CPHCS) has embarked on a number of IT projects necessary to achieve the Receiver's efforts in raising the level of health care of patient-inmates to constitutional standards. One strategy is to improve information security technologies for clinical information and decision support. CPHCS' information technologies create, transmit, and store protected health information (PHI) in order to provide quality medical services to prison inmates. The PHI is subject to the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), which mandate how PHI must be administered by public and/or private organizations.

CPHCS seeks an ISO Information Security Consultant to provide technical support to its Information Security Office (ISO). The information security consultant will facilitate implementation of the ISO by performing and managing technical security-related tasks.

### **B. CONTRACTOR QUALIFICATIONS**

Contractor must meet all of the following 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. At least five years of experience related to performing information security roles and responsibilities, and developing security policies, procedures, and standards;
2. Knowledge of and experience with regulatory compliance in a large health care provider and/or health plan organizations;
3. Experience with National Institute of Standards and Technology (NIST) information security regulations, ISO 27002 Standards, and Health Insurance Portability and Accountability Act (HIPAA) Security Rule Standards applicable to CPHCS;

4. Knowledge of and experience with security regulations applicable to IT and protection of confidential electronic personal and health information data, and databases (e.g., State Administrative Manual, California Technology Agency, State Office of Information Security, California Office of HIPAA Implementation, Health Information and Technology for Economic and Clinical Health Act [HITECH], etc.);
5. Experience identifying separate threats, vulnerabilities, and their related risks, assessing existing controls and recommending and implementing risk mitigation measures for a multiple site correctional environment;
6. Knowledge of and experience with development and implementation of an information security program including, but not limited to: a) risk management; b) security incident reporting; c) disaster recovery planning; d) system development life cycle (SDLC) security controls; and e) security awareness training; and
7. Security professional certifications and specialized training (e.g., Certified Information Systems Security Professional [CISSP], Certified Information Security Manager [CISM], Certified Information Security Auditor [CISA], Project Management Professional [PMP], and Microsoft Certified System Engineer [MCSE]), and applicable educational degree(s) (e.g. Management Information Systems [MIS], Computer Science, etc.).

**Desirable Qualifications:**

1. Experience designing, implementing, and managing technical controls including, but not limited to, all of the following:
  - a) Firewalls;
  - b) Intrusion Prevention Systems (IPS);
  - c) Anti-virus/malware;
  - d) Data encryption;
  - e) Digital Loss Prevention (DLP);
  - f) Secure messaging solutions; and
  - g) Secure remote access.
2. Experience designing Public Key Infrastructure based solutions including, but not limited to, all of the following:
  - a) S/MIME;
  - b) Digital signatures;
  - c) Two-factor authentication; and
  - d) Application code signing.
3. Certification in the following areas:
  - a) Service Area Network System (SANS);
  - b) Governance of Enterprise Information Technology (CGEIT); and
  - c) Enterprise Architecture.
4. Knowledge and understanding of State budget process;

5. Experience with IT projects and processes supporting correctional environments;  
and
6. Ability to work in a team environment as well as independently.

**C. SCOPE OF SERVICES**

Contractor shall perform all of the following tasks/deliverables:

**TASK 1: Security Policies**

1. Develop security policies that align with ISO 27002 Framework while addressing all legal and regulatory requirements facing a California state agency that provides health care services to a prison-inmate population;
2. Develop information security standards to ensure compliance with CPHCS' policies;
3. Develop security procedures to serve as reference documents for employees and integration into daily work; and
  - a) Security procedures must provide instructions on how to achieve compliance with information security policies and standards.

Deliverables

1. Monthly written Status Report(s); and
2. Twelve (12) information security policies and standards for employee use.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 2: Enterprise Information Security Architecture**

1. Develop CPHCS' Enterprise Information Security Architecture that includes, but is not limited to, all of the following:
  - a) Organizational structure(s);
  - b) All applicable statutory and regulatory information security requirements;
  - c) Business risk tolerance level(s);
  - d) Business goals and objectives; and
  - e) Operational goals and objectives, technical security catalogue or portfolio, system and interface diagrams, data flows, and network topologies.

Deliverables

1. CPHCS' Enterprise Information Security Architecture.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 3: Project Security Requirements**

1. Develop a Project Security Requirements process that includes, but is not limited to, all of the following:
  - a) System Security Requirements based on NIST, HIPAA, HITECH, and other security industry standards;
    - i. The requirements will be a component of Project's Business Requirements Document (BRD) and Detailed Design Document (DDD).
  - b) System Security Plan that details types of security controls required based on the type of information being processed and degree of sensitivity; and
    - i. Protected Health Information (PHI) must specify federal and State mandates regarding its development.
    - ii. The System Security Plan must conform to the NIST 800-18 (Guide for Developing Security Plans for Information Systems).
  - c) Evaluation and analysis of Project's BRD and DDD documents to address areas that require further development.
    - i. The evaluation will be documented in a written Evaluation Report.

**Deliverables**

1. Comprehensive checklist and matrix with applicable privacy and security regulations;
2. Review of all project-related security documents for CPHCS' nineteen (19) IT projects;
3. System Security Plan for 19 IT projects;
4. Evaluate BRD and DDD documents for 19 IT projects; and
5. Written Evaluation Report.

**Acceptance Criteria**

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 4: Non-Compliance/Risk Acceptance Report.**

1. Develop a Non-Compliance/Risk Acceptance Report that documents non-compliance with information security policies, standards, and procedures;
2. Non-Compliance/Risk Acceptance Report will contain the identification, description, and acceptance of risk(s) by an authorized party; and
3. Reports shall be generated for:
  - a) System Security Requirements process;
  - b) Security reviews of end sites;
  - c) Incident investigating and reporting;
  - d) IT purchases reviews; and
  - e) Other security-related activities.

**Deliverables**

Non-Compliance/Risk Acceptance Report for each of the 19 IT projects.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 5: Business Continuity Plan**

1. Develop the Information Technology section of CPHCS' Business Continuity Plan;
2. Participate in weekly Business Continuity Plan meetings as a representative of CPHCS' IT Services Division (ITSD) and complete all IT contents of the Business Continuity Plan; and
3. Complete all IT assignments provided by the Business Continuity Plan team.

Deliverables

1. Information Technology section of the Business Continuity Plan;
2. Participate in fifty-two (52) Business Continuity Plan meetings and report on meetings; and
3. Completion of twelve (12) continuity plan assignments.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 6: Disaster Recovery Plan**

1. Develop CPHCS' Disaster Recovery Plan (DRP).
  - a) Follow state mandated format specified in the State Administrative Manual (SAM); and
  - b) Gather necessary information to develop a DRP and submit to CPHCS' ISO for approval prior to submittal to the State Office of Information Security (SOIS).

Deliverables

1. Disaster Recovery Plan (DRP); and
2. Deliver approved DRP to SOIS.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 7: Information Security Incident Process and Reports**

1. Investigate and report on security incidents to comply with SAM and State Information Management Manual (SIMM);
2. Document process of reporting security incidents;
  - a) Reporting process will include development of corrective action(s) plan to recover from incident and to avoid reoccurrence.
3. Disseminate security incident information to CPHCS management and staff; and

4. Develop internal documents for reporting to external State control agencies (i.e. California Highway Patrol, California Office of Information Security, etc.).

Deliverables

1. Twenty (20) security incident reports; and
2. Internal reporting documents.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 8: Information Security Awareness Training**

1. Develop an information security awareness training program;
2. Training shall be based upon State and federal guidelines, and presented to CPHCS employees for personal information protection; and
3. Training must include techniques and practices to promote security in an IT environment.

Deliverables

1. IT Security Awareness training program.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 9: Information Security Metrics**

1. Develop information security metrics for baseline and on-going performance monitoring of CPHCS IT security program; and
2. Customize metrics for CPHCS environments following recommendations of national security organizations.

Deliverables

Information security metrics.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 10: Enterprise Security Vulnerability Management Process**

1. Implement an enterprise security vulnerability management process to assess CPHCS' security environment and security controls;
2. Provide monthly risk assessment reports that identify vulnerabilities found, the severity of vulnerability, and mediation plan for risk; and
3. Document CPHCS' enterprise security vulnerability management process in a Risk Assessment Management document.

Deliverables

1. Enterprise security vulnerability management process;

2. Monthly risk assessment reports; and
3. Risk Assessment Management document.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 11: Enterprise Security Change Management**

1. Attend weekly meetings to review and approve service request changes to CPHCS' security infrastructure.
  - a) Meetings shall include the Security Review Committee, Agency Control Board, and CPHCS Change Control Committee.

Deliverables

Review weekly service request changes.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**TASK 12: Site Compliance/Risk Assessments**

1. Perform enterprise technical risk assessments of existing or planned IT systems that:
  - a) Identify areas of risk, quantify or qualify the risk;
  - b) Provide a recommended risk treatment plan; and
  - c) Provide estimates for remediating identified risk.
2. Produce a risk assessment report identifying and quantifying or qualifying risks, and provides a risk treatment plan; and
3. Include in risk treatment plan the estimated number of people, process(es), and technology to remediate identified risks, and an estimated risk treatment plan implementation date.

Deliverables

Risk assessment report that identifies, quantifies or qualifies risk, and provides risk treatment plan for each of the 19 IT projects.

Acceptance Criteria

Approval of deliverables by CPHCS' Information Security Officer (ISO).

**D. DELIVERABLE ACCEPTANCE**

1. All completed work shall be submitted to the CPCHS' ISO, or designee, for review, approval or rejection.
  - a) A Deliverable Expectations Document and/or Deliverable Acceptance Document must be submitted by Contractor and approved by CPCHS' ISO, or designee.
2. It is CPHCS' sole determination as to whether a deliverable has been successfully completed and is acceptable to CPCHS' ISO, or designee.
  - a) CPCHS will review and validate deliverables prior to final acceptance.

- b) If a deliverable is not accepted, the State shall provide the reason, in writing, within ten (10) business days of receipt of said deliverable.
3. All documents, analyses, reports, recommendations, white papers, and diagrams will be submitted to CPHCS' ISO, or designee, and produced using the following tools:
  - a) Microsoft Word;
  - b) Microsoft PowerPoint;
  - c) Microsoft Visio;
  - d) Microsoft Excel; and
  - e) Microsoft Outlook.
4. All documents, reports, recommendations, white papers, and diagrams will be generated using standardized formats and templates provided by CPHCS.

## **E. ASSUMPTIONS AND CONSTRAINTS**

1. Consultant's work hours must be consistent with CPHCS key staff on-site.
  - a) CPHCS' normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except for State holidays.
2. Contractor represents that it has, or shall secure at its own expense, all staff required to perform services described in this Agreement.
  - a) Such personnel shall not be employees of, or have any contractual relationship with, any governmental entity.
3. Contractor's performance of services, tasks, and/or report(s) may occur during or outside normal business hours.
4. The work location will be at 660 J Street, Sacramento, California, or at another designated location within the greater Sacramento area.
5. Services not specified in Scope may only be performed pursuant to a work authorization signed by CPHCS.
6. Contractor must submit, in advance, a resume of all personnel substitutions.
  - a) All Contractor personnel substitutions must be approved by CPHCS' Executive Sponsor(s) or designees, prior to substitute personnel commencing work.
7. CPHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel.
8. CPHCS reserves the right to renegotiate services deemed necessary to meet the needs of the project according to State priorities. CPHCS and Contractor shall mutually agree to all changes; and renegotiated services outside the scope of original contract may require control agency approval prior to commencement of work.
  - a) 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 enforceability of other Agreement terms or in Scope.

9. 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' Executive Sponsor(s) or designee(s) and the Contractor, respectively, within eight (8) hours of becoming aware of said problem(s).
10. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

#### **F. 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.
  - a) Accommodations may include a desk, telephone, computer hardware, and software necessary for performance of the work.
2. CPHCS will not provide consultant(s) with smart phones, cell phones, etc.
3. CPHCS will be responsible to monitor and review services as invoiced.
4. CPHCS will help resolve and escalate issues within the organization, as necessary.
5. CPHCS will provide Contractor access to the Federated Data Center (FDC) subject to California Technology Agency (CTA) approval;
6. CPHCS may provide Contractor access to applicable files, reports, contracts, documents, and other relevant information.
7. CPHCS will provide staff availability for consultation meetings.
8. 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.

**G. CONTRACTOR ROLES AND RESPONSIBILITIES**

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

1. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C (Special Provisions).
  - a) By accepting Agreement, Contractor (including 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 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 FDC;
5. Agree to abide by the Digest of Laws Related to Association with Prison Inmates; and
6. Perform any other duties as requested by CPHCS' ISO or designee.

**H. PERIOD OF PERFORMANCE**

It is anticipated that the ensuing Agreement will begin June 30, 2011 through June 29, 2012. CPHCS reserves the option to extend Agreement for up to two (2) additional one-year terms at the same deliverable rate(s), and/or to add additional funds up to the maximum CMAS threshold.

**I. EVALUATION OF CONTRACTOR**

The Information Security Officer, 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.

**J. TERMINATION**

Notwithstanding provisions #21, #22, and #23 of the State's General Provisions – IT (GSPD 401-IT, effective 06/08/2010), CPHCS reserves the right to terminate the ensuing Agreement immediately with or without cause.

**K. CPCHS CONTRACT MANAGER**

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**

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

E. Contractor shall address and submit all invoices to:

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

## **2. BUDGET CONTINGENCY CLAUSE**

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

## **3. PROMPT PAYMENT CLAUSE**

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

## **4. TRAVEL AND MISCELLANEOUS EXPENSES**

Travel outside the greater Sacramento metropolitan area may be necessary as 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' CIO 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 prior approved business travel originating at the CPHCS site may be reimbursed. Travel to and from consultant's home or business to the primary CPHCS project site is not reimbursable, unless otherwise expressly authorized by CPHCS.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES**

**EXHIBIT B-1**  
**EXAMPLE RATE SHEET<sup>4</sup>**

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

This Agreement will be invoiced and reimbursed on a deliverable basis subject to completion, and acceptance by CPHCS' Chief Information Officer (CIO) or designee (i.e., ISO), of tasks or deliverables performed by Contractor.

Deliverables shall be reimbursed in accordance with contractors Attachment 1 (Cost Proposal Worksheet).

TASK	COMMODITY/PRODUCT CODE	SERVICE DESCRIPTION	PERSONNEL CLASSIFICATION	EST. # HOURS <sup>5</sup>	DELIVERABLE PRICE <sup>6</sup>
1		Security Policies			
2		Enterprise Information Security Architecture			
3		Project Security Requirements			
4		Non-Compliance/Risk Acceptance Report			
5		Business Continuity Plan			
6		Disaster Recovery Plan			
7		Information Security Incidents Process and Reports			
8		Information Security Awareness Training			
9		Information Security Metrics			

<sup>4</sup> Contractor may customize Rate Sheet to correspond to Offer.

<sup>5</sup> Estimated number of hours and hourly-rate are for information and staffing purposes only, and will not be subject to evaluation.

<sup>6</sup> Offeror is required to submit pricing for installation services of each commodity/product as listed in Exhibit A.

10	Enterprise Security Vulnerability Management process				
11	Enterprise Security Change Management				
12	Site Compliance/Risk Assessments				

Subtotal \$ \_\_\_\_\_

Estimated Travel Costs + 0.00 \_\_\_\_\_

Annual Maintenance and Support (hours) + \_\_\_\_\_

**Total Costs** \$ \_\_\_\_\_

## **EXHIBIT C CPHCS 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 CPHCS 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](http://www.cdcr.ca.gov/Divisions_Boards/Plata/HIPPA_ExhibitG.html).

#### **18. ELECTRONIC WASTE RECYCLING**

The Provider certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Provider shall maintain documentation and provide reasonable access to its records and documents that evidence compliance. CPHCS electronic data stored upon any Provider device must be returned to the CPHCS immediately and the vendor must certify that CPHCS 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".

**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 Information Technology Consulting Services – ISO Information Security Consultant (RFO #11-060-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 Information Technology Consulting Services – ISO Information Security Consultant. Based on my involvement with the Information Security Consulting Services, 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 ISO Information Security Consulting Services – Security System and related initiative(s)/procurement(s)/trainings 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/700-10-11/Form700-10-11.pdf>