



## County of Fresno

INTERNAL SERVICES DEPARTMENT  
GARY OSMONDSON, DIRECTOR - CIO

Facility Services • Fleet Services • Graphics  
Information Technology • Purchasing  
Security • Telecommunications

September 4, 2013

### LETTER OF INTEREST NUMBER 962-5208 AUTOMATED TELEPHONE NOTIFICATION SERVICES

The County of Fresno will be issuing Requests for Quotations (RFQ) for Automated Telephone Notification Services. To contain reproduction and mailing costs, we will mail the RFQ only to those organizations that request them.

The interest form must be received by FAX or mail at Fresno County Purchasing **5:00 P.M. on September 23, 2013.**

If your organization is interested in receiving RFQ's for the above services, please return the completed form to:

Letter of Interest Number 962-5208  
County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702  
Phone: (559) 600-7112  
FAX: (559) 600-7126

If you have any questions, please contact Carolyn Flores, Buyer II, Purchasing Division at (559) 600-7112.

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Organization

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Individual/Contact Person

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Title

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Street Address/P.O. Box

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City

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State

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Zip Code

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Telephone

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Fax Number

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E-Mail Address

## SPECIFICATIONS FOR AUTOMATED TELEPHONE NOTIFICATION SERVICES

### **Overview:**

Fresno County Probation is in need of a contractor to provide automated phone calls to both juvenile and adult individuals reminding them of scheduled Court Hearing Dates. It is estimated there will be approximately 6000 individual hearings each month requiring notifications, although numbers will vary.

The selected contractor will enter an agreement to provide services for a three-year period, with two potential one-year renewals. Services are to be provided beginning no later than December 1, 2013.

### **Services to be Provided:**

1. CONTRACTOR shall provide the system for making automated calls to individuals reminding them of their upcoming court hearings.
2. CONTRACTOR shall provide real-time reporting on reminder call outcomes for tracking and reporting.
3. CONTRACTOR shall make automated reminder calls two days prior to the court hearing date. If an attempted automated call is not answered, up to two additional call attempts shall be made. Calls picked up by answering machines or voice-mail will receive a message in both Spanish and English, which shall begin playing when the answering system signals it is ready to record.
4. The Probation Department will provide CONTRACTOR a list of enrollees, including dates, times, and locations of the hearings. The list will be electronically sent in Comma Delimited Flat File format to the CONTRACTOR.
5. CONTRACTOR will provide the Probation Department with a Call Report specifying the date and time of the final call made by the system for each hearing--whether the first, second or third try. The Call Report shall specify the result of the final call attempt: no answer, busy, answered "live," recorded by machine, or "error." Detail will include the name, phone number, Probation ID number, and phone number, along with the hearing date, time and location.
6. CONTRACTOR shall have this system in place within 30 days of Execution of the Agreement.
7. CONTRACTOR will be required to enter into an Agreement with Fresno County for three (3) years with two (2) potential one (1) year renewals.
8. The CONTRACTOR, employees of CONTRACTOR, and any sub-contractors must abide by the attached Provisions for Confidentiality. This document will be an attachment to the Agreement between Fresno County and the CONTRACTOR.

**Data Interface Requirements:**

1. Call initiation data files sent from Probation to CONTRACTOR will be in .CSV format.
2. Call status return files from CONTRACTOR to Probation should also be in .CSV format.
3. Interface will be daily and data files exchange will occur on County Secure File Transfer Protocol (sFTP) server.
4. Data file sent to CONTRACTOR from Probation will have the following attributes:
  - a. Phone number
  - b. Name
  - c. Person Unique identifier
  - d. Record type, Juvenile or Adult
  - e. Address for location to report
  - f. Date and time to report to location
5. Data file returned by CONTRACTOR will have the following attributes:
  - a. Person Unique identifier
  - b. Name
  - c. Phone number
  - d. Address for location to report
  - e. Date and time to report to location
  - f. Record type, Juvenile or Adult
  - g. Date and time call was attempted
  - h. Call status result (e.g. Error, Live answered, Machine answered, Busy, No Answer)

**PROVISIONS FOR CONFIDENTIALITY**

1. The CONTRACTOR shall protect, from unauthorized disclosure, names and other identifying information of persons receiving services pursuant to this Agreement. The CONTRACTOR shall not use such identifying information for any purpose other than carrying out the CONTRACTOR obligations under this Agreement.
2. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement, or authorized by law, any such identifying information to anyone other than the COUNTY without prior written authorization from the COUNTY in accordance with State and Federal Laws.
3. For purposes of the above paragraphs, identifying information shall include, but not be limited to: name, identifying number, phone number, or any other identifying particular assigned to the individual.
4. **Notification of Electronic Breach or Improper Disclosure:** CONTRACTOR shall notify COUNTY immediately upon discovery of any breach or suspected breach of confidential, personal, or sensitive data where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to COUNTY within two business days of discovery, at (559) 600-1247. CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such breach and provide a written report of the investigation to the COUNTY, postmarked within thirty (30) business days of the discovery of the breach to the address below:

Rick Chavez, Chief Probation Officer  
3333 East American Avenue, Suite B  
Fresno, CA 93725

5. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential, personal, or sensitive data that it creates, receives, maintains or transmits on behalf of COUNTY; and to prevent use or disclosure of confidential, personal, or sensitive data other than as provided for by this agreement, CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR'S operations and the nature and scope of its activities. CONTRACTOR will provide COUNTY with information concerning such safeguards as COUNTY may reasonably request from time to time.
  - A. CONTRACTOR will implement strong access controls and other security safeguards and precautions as noted in the following to restrict logical and physical access to confidential, personal or sensitive data to authorized users only.
  - B. CONTRACTOR will enforce the following administrative and technical password controls on all systems used to process or store confidential, personal, or sensitive data:
    - (1) Passwords must not be:
      - a. Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area,

- b. A dictionary word, or
  - c. Stored in clear text.
- (2) Passwords must be:
- a. 8 characters or more in length,
  - b. Changed every 90 days,
  - c. Changed immediately if revealed or compromised, and
  - d. Composed of characters from at least three of the following four groups from the standard keyboard:
    - i. Upper case letters (A-Z);
    - ii. Lower case letters (a-z);
    - iii. Arabic numerals (0-9); and
    - iv. Non-alphanumeric characters (punctuation symbols)
- (3) CONTRACTOR will implement the following security controls on each workstation or portable computing device (e.g. laptop computer) containing confidential, personal or sensitive data:
- i. Network-based firewall and/or personal firewall,
  - ii. Continuously updated anti-virus software, and
  - iii. Patch management process including installation of all operating system/software vendor security patches.
- (4) CONTRACTOR will utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).
- (5) CONTRACTOR will not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm.
6. **Mitigation of Harmful Effects.** CONTRACTOR will mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of confidential, personal, or sensitive data by CONTRACTOR or its subcontractors in violation of the requirements of these Provisions.
7. **Contractor's Contractors.** CONTRACTOR will ensure that any contractors, including subcontractors, to whom CONTRACTOR provides confidential, personal, or sensitive data received from or created or received by CONTRACTOR on behalf of COUNTY, agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such confidential, personal, or sensitive data; and to incorporate, when applicable, the relevant provisions of these Provisions into each subcontract or sub-award to such agents or subcontractors.
8. **Employee Training and Discipline.** CONTRACTOR will train and use reasonable measures to ensure compliance with the requirements of these Provisions by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose confidential, personal, or sensitive data; and discipline such

employees who intentionally violate any provisions of these Provisions, including termination of employment.

9. **Termination for Cause.** Upon COUNTY'S knowledge of a material breach of these Provisions by CONTRACTOR, COUNTY shall either:
  - A. Provide an opportunity for CONTRACTOR to cure the breach or end the violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or
  - B. Immediately terminate this Agreement if CONTRACTOR has breached a material term of these Provisions and cure is not possible.
10. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, CONTRACTOR shall return or destroy all confidential, personal, or sensitive data received from COUNTY (or created or received by CONTRACTOR on behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall retain no copies of such confidential, personal, or sensitive data or, if return or destruction is not feasible, it shall continue to extend the protections of these Provisions to such information, and limit further use of such confidential, personal, or sensitive data to those purposes that make the return or destruction of such confidential, personal, or sensitive data infeasible. This provision shall apply to confidential, personal, or sensitive data that is in the possession of subcontractors or agents of CONTRACTOR.
11. **Disclaimer.** COUNTY makes no warranty or representation that compliance by CONTRACTOR with these Provisions will be adequate or satisfactory for CONTRACTOR'S own purposes or that any information in CONTRACTOR'S possession or control, or transmitted or received by CONTRACTOR, is or will be secure from unauthorized use or disclosure. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of confidential, personal, or sensitive data.
12. **Amendment.** The parties acknowledge that technology and Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of these Provisions may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of any applicable law relating to the security or privacy of confidential, personal, or sensitive data. Upon COUNTY'S request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to these Provisions embodying written assurances consistent with the standards and requirements of any applicable law. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event that:
  - A. CONTRACTOR does not promptly enter into negotiations to amend these Provisions when requested by COUNTY pursuant to this Section, or
  - B. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of confidential, personal, or sensitive data that COUNTY in its sole discretion, deems sufficient to satisfy the standards and requirements to protect confidential, personal, or sensitive data.
13. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of these provisions is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations, or liabilities, whatsoever.

- 14. *Interpretation.*** The terms and conditions in these provisions shall be interpreted as broadly as necessary to implement and comply with any applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of these Provisions shall be resolved in favor of a meaning that complies and is consistent with State and Federal regulations.
- 15. *Survival.*** The respective rights and obligations of CONTRACTOR under Sections 4 and 5 of these Provisions shall survive the termination or expiration of this Agreement.
- 16. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation on any other occasion.