

**COUNTY OF FRESNO**  
**REQUEST FOR QUOTATION**  
**NUMBER: 964-5442**

**SECONDARY PSYCHOLOGICAL SUITABILITY  
SCREENING AND EVALUATION SERVICES**

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Issue Date: February 10, 2016

Closing Date: MARCH 9, 2016

Quotation will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFQ should be directed to: Bryan Hernandez,  
e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us) or phone (559) 600-7117.

Check County of Fresno Purchasing's website at  
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for any future addenda.

Please submit all Quotations to:  
County of Fresno – Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of \_\_\_\_\_ % \_\_\_\_\_ days will apply.

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )

TELEPHONE NUMBER

---

( )

FACSIMILE NUMBER

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E-MAIL ADDRESS

---

SIGNATURE (IN BLUE INK)

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PRINT NAME

TITLE

Purchasing Use: BH:ssj

ORG/Requisition: 10100400 / 1011600017

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP/RFQ.

Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

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### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur

prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code,

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California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 **and** in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years

following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

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### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

**County Administrative Policy No. 5** provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and

professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

**Fresno County Administrative Policy No. 34** provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.

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- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the

end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

**Fresno County Administrative Policy No. 71** provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## OVERVIEW

The County of Fresno is soliciting bids from qualified mental health practitioners as defined by California Government Code Section 1031(f) and P.O.S.T. Commission Regulation 1955 operating in the Central San Joaquin Valley to establish an agreement under which the successful bidder will provide all secondary pre-employment psychological screening services (screenings), and special compulsory psychological evaluations (evaluations) for safety and non-safety position candidates and employees. These screenings and evaluations shall be conducted following Government Code, Penal Code, P.O.S.T. standards, the duties and essential functions of the job classification, and the evaluation system provided by the County of Fresno medical examination program in accordance with Personnel Rule 8 – Medical Examinations (see **Attachment “A”** or visit our website at [www.co.fresno.ca.us/DepartmentPage.aspx?id=4806](http://www.co.fresno.ca.us/DepartmentPage.aspx?id=4806)). The successful contractor(s) may also be required to provide other specialized professional services including providing expert testimony in administrative and legal proceedings related to screenings/evaluations conducted, and providing consultation regarding appeals/challenges to such screenings/evaluations.

The successful contractor(s) will be required to conduct pre-employment psychological screening services and special compulsory psychological evaluations consistent with California Government Code Section 1031(f) to provide, in pertinent part, that these candidates must, “Be found to be free from any physical, emotional, or mental condition that might adversely affect the exercise of the powers of a peace officer.”

Additionally, psychological screening services and special compulsory psychological evaluations conducted must be consistent with the medical standards, guidelines, and evaluations utilized by the County of Fresno’s medical examination program. The purpose of the County’s medical examination program is to insure insofar as possible that: 1) An individual is medically qualified to perform effectively the essential functions of a position in a specific job classification; and 2) An individual, in performing a position’s duties, does not present a hazard to the health and safety of self, co-workers, or the public. The medical examination program includes both a physical and psychological exam for peace officer/public safety classifications.

The types of medical examinations are as follows:

- Pre-employment psychological screening services (screenings) for peace officer/public safety job classifications including, but not limited to, Correctional Officer, Deputy Sheriff, District Attorney Investigator, Juvenile Correctional Officer and Deputy Probation Officer.
- Compulsory psychological evaluations (evaluations) for safety and non-safety position may be requested when a Department Head believes an employee, for medical reasons, has difficulty performing effectively in the essential functions and duties of the job and/or they may be presenting a hazard to themselves or others. Compulsory examination components are determined on a case-by-case basis.

Since September 2012 to present, the County has performed approximately 546 pre-employment psychological screenings and zero compulsory psychological evaluations; however this does not necessarily indicate what the future need will be. The highest amount of pre-employment screenings performed during this time period was 208 in the 2014-2015 fiscal year.

Note: The County reserves the right to enter into an agreement with two or more contractors for the purpose of having an overflow or back-up contractor in the event the primary contractor is unable to meet the psychological examination requirements set forth in this RFQ including, but not limited to, established timeframes for conducting the examinations.



## KEY DATES

**RFQ Issue Date:** February 11, 2016

**Deadline for Written Requests for Interpretations or Corrections of RFQ:** February 24, 2016 at 10:00 A.M.  
E-Mail: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us)

**RFQ Closing Date:** March 9, 2016 at 2:00 P.M.  
County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

## BIDDING INSTRUCTIONS

**LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID**

**PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**ISSUING AGENT:** This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by 10:00 A.M. February 24, 2016, cut-off.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702 or email: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

**NOTE:** Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

**AWARD:** Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

**AUTHORIZED CONTACT:** All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**CODES AND REGULATIONS:** All work and material to conform to all applicable state and local building and other codes and regulations.

**NUMBER OF COPIES:** Submit **one (1) original and two (2) copies** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing.

Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**FIRM QUOTATION:** All quotations shall remain firm for at least one hundred eighty (180) days.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

**LITERATURE:** Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**QUOTATION REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**PRICES:** Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

**INVOICING:** All invoices are to be delivered in duplicate to Personnel Services, 2220 Tulare, 14<sup>th</sup> Floor, Fresno, CA 93721. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

**PAYMENT:** Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, as previously stated under the General Terms and Conditions in lieu of the net forty-five (45) days payment terms.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years.

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by County of Fresno Personnel Services

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**STANDARD OF PERFORMANCE:** All work shall be performed in a good and workmanlike manner.

**SAFEGUARDS:** The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

**INSURANCE:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under

CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Personnel Services, 2220 Tulare, 14th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**BIDDER TO COMPLETE:**

Name of Insurance Carrier: \_\_\_\_\_

Public Liability: \_\_\_\_\_ Expires: \_\_\_\_\_

Automotive Insurance: \_\_\_\_\_ Expires: \_\_\_\_\_

Worker's Compensation: \_\_\_\_\_ Expires: \_\_\_\_\_

Proof of maintenance of adequate insurance will be required before award is made to vendor.

**BONDS:**

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**BONDING COMPANY:** The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**DEFAULT:** In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**ASSURANCES:** Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**AUDITS AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**BIDDER TO COMPLETE THE FOLLOWING:****PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature in Blue Ink)

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Title



**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.***

## SCOPE OF WORK

The contractor(s) selected will perform all secondary pre-employment psychological screening services (screenings), and special compulsory psychological evaluations (evaluations) for safety and non-safety position candidates and employees for the County of Fresno upon request of the County's Department of Personnel Services. The following specifies the process for which the medical examinations conducted by the selected contractor(s) of this RFQ shall follow:

1. The Department of Personnel Services will contact the contracted vendor to schedule an evaluation or screening. Upon scheduling, the contracted vendor will be notified of the requested services, the name of the individual and the classification. The contractor shall schedule an appointment within five (5) working days of being notified. The appointment shall be on a date within ten (10) working days from the date of the original notification. Note: The County may have several screenings or evaluations that need to be conducted on any given time.

Contractor(s) shall provide written notification to the County of the preliminary result of each screening/evaluation performed within five (5) working days of the completion of each screening/evaluation. Note: Should the candidate not show or cancel a scheduled appointment, contractor(s) will provide notice to the County on the same day of the no show or cancellation. All re-scheduling of candidates, if any will be done through the Department of Personnel Services.

Contractor should send final written reports on the results of each screening/evaluation performed within five (5) working days after the screening/evaluation was conducted. The reports shall be furnished in a sealed envelope marked "Confidential" and delivered to the County.

2. *Screenings* for peace officer/public safety position candidates must clearly determine whether the candidate is psychologically suitable relative to applicable Government Code, Penal Code, P.O.S.T. standards, and the duties and essential functions (as detailed in the applicable County job description/specification and essential functions inventory form) of the job classification. It is expected that this determination will include reviewing the candidate's personal history questionnaire, results of polygraph examination (if required/conducted) and background investigation, and by applying P.O.S.T. criteria found at CCR Title 11, Division 2, utilizing P.O.S.T. recommended testing and scoring procedures, and interpretation methodology, as described in the P.O.S.T. Administrative Manual, Commission Regulation 1955 and the Peace Officer Psychological Dimensions. The P.O.S.T. dimensions can be found in the Peace Officer Psychological Screening Manual at [http://lib.post.ca.gov/Publications/Peace\\_Officer\\_Psychological\\_Screening\\_Manual.pdf](http://lib.post.ca.gov/Publications/Peace_Officer_Psychological_Screening_Manual.pdf)

The contractor(s) shall provide an evaluation of an employee's ability to perform the essential functions of the job classification. At a minimum, these evaluations shall include a review of supporting documentation and background materials, administering and interpreting the results of psychological tests, and a clinical interview.

*Evaluations* for incumbents in peace officer/public safety positions shall determine whether the employee is psychologically fit to perform the duties and essential functions of the applicable job classification in a safe and reliable manner. At a minimum, this shall be accomplished through a review of supporting documentation, job description and essential functions inventory form, Government Code, Penal Code and by applying P.O.S.T. criteria found at CCR Title 11, Division 2, and utilizing P.O.S.T. recommended testing and scoring procedures, and interpretation methodology, as described in the P.O.S.T. Administrative Manual, Commission Regulation 1955 and the Peace Officer Psychological Screening Dimensions. The P.O.S.T. dimensions can be found in the Peace Officer Psychological Screening Manual at [http://lib.post.ca.gov/Publications/Peace\\_Officer\\_Psychological\\_Screening\\_Manual.pdf](http://lib.post.ca.gov/Publications/Peace_Officer_Psychological_Screening_Manual.pdf)

*Evaluations* for incumbents in non-peace officer/non-public safety positions shall determine psychological suitability relative to the applicable job classification, essential functions and criteria found at Fresno County Personnel Rule 8. At a minimum, the evaluation shall include a review of background materials, job description and essential functions inventory form, administering and evaluating the results of psychological tests, and conducting a clinical interview.

3. For consistency purposes, screenings and evaluations shall consist of the following two (2) objective psychological tests which are consistent with P.O.S.T. Administrative Manual, Commission Regulation 1955 and the Peace Officer Psychological Dimensions.
  - a. Minnesota Multiphasic Personality Inventory-2 (MMPI-2)
  - b. California Psychological Inventory (CPI)
4. For each type of *screening and evaluation* that may be performed, the contractor(s) shall submit a sample report that it proposes to use to convey the findings and recommendations. This sample shall be submitted prior to a project orientation meeting that will be scheduled with the successful contractor(s). The County may require the contractor(s) to revise/modify the submitted report format(s) and must approve each format before it may be used.

Using the County-approved format, the contractor(s) shall prepare a written pre-employment *screening* report in accordance with Commission Regulation 1955 for each candidate examined that outlines the *screening* procedures used. The report shall detail testing instruments and test results, summarize the clinical interview, discuss any desirable or disqualifying factors, and contain a clear statement as to whether the individual's candidacy is "supportive" or "non-supportive." Any finding of "non-supportive" must be based, in part, on the above-cited clinical interview. If a candidate is found to be "non-supportive" in a screening, feedback sessions or discussions are considered to be part of the evaluative process and should be included in the cost of the screening.

For evaluations, the contractor(s) shall prepare a written assessment report for each job-related "fitness-for-duty" evaluation performed, using the County approved format. The report shall contain a psychological review and recommendation regarding the employee's ability to safely perform the essential functions of the job classification. Each report shall, at a minimum, outline the evaluation procedures used, provide details of testing instruments and test results, and discuss the clinical interview. Each report shall contain a clear statement as to whether the employee is psychologically fit to perform the essential functions of the job classification. If the employee has been found unfit, the report shall also contain a prognosis and recommendations as to treatment options (including timeframes for re-evaluation). If requested, the report shall also convey the professional opinion of the examining psychologist(s) as to whether the employee is a qualified individual with a disability as defined by the Fair Employment and Housing Act (FEHA), and suggested reasonable accommodations for the County's consideration.

5. All services shall be performed/provided in strict accordance with all applicable federal, California and local statutes, regulations, ordinances and rules governing the practice of medicine and the provision of psychological services. All services shall be performed/provided in strict compliance with anti-discrimination statutes, regulations, ordinances and rules including but not limited to the federal American with Disabilities Act, Health Insurance Portability and Accountability Act, and the California Fair Employment and Housing Act as amended.

The contractor(s) shall hold all candidate/employee psychological *screenings/evaluations* and patient records in strict confidence pursuant to applicable statutes including but not limited to the California Confidentiality of Medical Information Act (as amended) and the federal Health Information Portability and Privacy Act (HIPAA), as amended. The County has specific HIPAA standards that contractor(s) must comply with and will be included in the final Agreement (see Attachment "B" for sample model contract and specific HIPAA standards).

6. Records generated as a result of County-sponsored *screenings/evaluations* are the property of the County. If the County subsequently executes an agreement for psychological *screening/evaluation* services with a different provider, contractor(s) shall, upon request by County, transfer all records to that new provider at no charge within thirty (30) working days of the request.
7. Services shall generally be provided at contractor's place of business/facility. On occasion, contractor(s) may be required to provide some special services at other locations.
8. Contractor shall submit accurate itemized invoice once per month within a reasonable time period after month end, not to exceed 15 working days, to reflect the following:
  - a. Invoice date

- b. Amount due
  - c. Payment due date (invoice terms are net 45 days from the date an accurate and complete invoice is received; the County of Fresno does not pay late fees or interest/finance charges)
  - d. Addressed to Personnel Services (specifics to be designated by the County)
  - e. Payment remittance address; contact information
  - f. List of services provided for invoice period including, but not limited to, the following as applicable:
    - i. Examinee name
    - ii. Type of examination
    - iii. Job classification
    - iv. Date service rendered
9. Contractor(s) shall have available at all times during the term of an agreement sufficient staff to meet the needs of the County within the specified timeframes. The County may require pre-employment *screenings* to fill multiple (20+) vacancies at one time and as many special compulsory psychological *evaluations* as it deems necessary.
- All screenings and evaluations shall be performed by licensed professionals that meet the qualifications as defined in California Government Code Section 1031(f) and P.O.S.T. Commission Regulation 1955. Bidder(s) must identify how they meet the criteria under California Government Code, Section 1031(f) and California P.O.S.T. Commission Regulation 1955.
- Successful contractor(s) shall notify the County within five (5) working days of any changes in personnel or any change in credentials, licenses or duties performed by personnel involved in providing the psychological services covered by the contract. If the change involved the hiring/assignment of new personnel, successful contractor(s) shall provide copies of all licenses, certifications and credentials, and a brief description of the new personnel's duties under the contract, along with the notification.
10. Contracted vendor shall, upon request, consult with the County on *screening* and *evaluation* issues and appear/testify in administrative and legal proceedings related to *screenings* and *evaluations* performed.

## QUOTATION SCHEDULE

SERVICE	COST
Rate Per Pre- Employment Exam at Bidder's Place of Business	\$
Rate Per Exam for Pre-Employment Evaluation Conducted Off-Site	\$
Hourly Rate for Additional Testing	\$
Hourly Rate for Fitness-for-Duty Evaluations/Special Services	\$
Rate Per No-Show for Appointment:	
1. For testing/written report	\$
2. For interview no show with no successful rescheduling	\$
3. For interview no show with successful rescheduling	\$
Rate for legal services (hourly):	
1. Preparation and standby	\$
2. Testimony/deposition	\$
3. Portal-to-Portal driving	\$
Hourly Rate for Consultation	\$

## CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ All signatures must be in **blue ink**.
2. \_\_\_\_\_ The Request for Quotation (RFQ) has been signed and completed.
3. \_\_\_\_\_ **One (1) original and two (2) copies** of the RFQ have been provided.
4. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
5. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
6. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. \_\_\_\_\_ The *Participation* page as provided within this RFQ has been signed and included
9. \_\_\_\_\_ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
11. \_\_\_\_\_ Specification, descriptions etc. for items offered under bidder(s) quotation.
12. \_\_\_\_\_ A description of the design and techniques that the bidder will use to complete the project.
13. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No.	<u>964-5442</u>
Closing Date:	<u>March 9, 2016</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Secondary Psychological Suitability Screening and Evaluation Services</u>

**Return Checklist with your RFQ response.**

## ATTACHMENTS

- A. **Personnel Rule 8 - Medical Examinations**
- B. **HIPAA Standards**

**PERSONNEL RULE 8 - MEDICAL EXAMINATIONS**

The County's medical examination program is under the overall administrative direction of the Director of Personnel Services who makes decisions and takes actions based upon individual medical evaluations, findings, and opinions of California licensed physicians, health care providers or mental health professionals as consulted.

**8010 Medical Examinations (Physical and/or Psychological):**

8011 Purpose: Examinations are administered to insure insofar as possible that: 1) An individual is medically qualified to perform effectively the essential functions of a position in a specific job classification; and 2) An individual, in performing a position's duties, does not present a hazard to the health and safety of self, co-workers, or the public.

8012 Classified and Unclassified Permanent Positions Covered: The medical examination program applies to all permanent positions in both the classified and unclassified service. Additionally, under certain specific situations, medical examinations may also be administered for extra-help positions.

**8020 Medical Examination Required - Scheduling:**

8021 New Employee (Ref: Personnel Rule 4): All persons selected for prospective employment within certain job classifications will be required to complete a pre-employment medical history form, as well as undergo a medical examination for the appropriate medical group description prior to beginning work.

In cases of emergency, the Director of Personnel Services may authorize employment prior to the medical examination. In these instances, continued employment is conditioned upon Department of Personnel Services approval after review of the medical examination results.

8022 Present Employees: Employees moving to positions in Medical Group III, IV, or V descriptions will be required to successfully complete a medical examination for the higher group description.

8023 Periodic - Safety Officer: Employees in Safety Officer positions are required to be medically examined periodically: Employees 45 years of age and older, annually; under 45, each third year after employment.

The employee and the employee's department head shall be notified in writing as to whether the employee is medically qualified for continued duty. Any physical deficiencies which are correctable, must be remedied within a reasonable period of time. Failure to complete the medical exam or to take corrective action as indicated subjects the employee to disciplinary action consideration as specified in Section 10077 of Rule 10.



8024 Special Compulsory:

- 8024.1 If a Department Head believes that an employee has difficulty performing effectively in the assigned duties and functions of the job due to physical or mental reasons, he or she may submit a written request for a special compulsory medical examination to the Director of Personnel Services. The written request shall set forth specific reasons explaining the Department Head's belief that the examination is necessary.
- 8024.2 If the Director of Personnel Services approves the request, the employee shall be served with a proposed order compelling the employee to undergo a medical examination. This proposed order shall contain a statement in ordinary and concise language of the basis for the conclusion that a medical examination is warranted; this statement may be made by reference to the written request provided by the Department Head.
- 8024.3 The proposed Order for Compulsory Exam shall be served on the employee with a notice informing the employee that the Director of Personnel Services intends to impose the Order on the employee. The employee shall be provided with copies of all documents on which the Director relied in determining the appropriateness of a compulsory medical exam. The notice shall also provide the employee with a date and time to meet with the Director regarding the intended Order. This meeting shall be held not less than five business days after service of the notice and proposed order. The purpose of this meeting shall be to give the employee an opportunity to refute the factual basis for concluding an examination is warranted.
- If an employee is served with an order for compulsory exam and fails to comply with such order, the employee may be subject to disciplinary action by the Department Head.
- 8024.4 Where a compulsory medical examination is ordered, and the Department Head has provided information that the employee's physical or mental condition presents a hazard to the employee or others, the employee may be reassigned or placed on administrative leave with pay pending the results of the compulsory medical exam. In such case, the Order for Compulsory Medical Exam shall also state that the employee is being reassigned or placed on administrative leave with pay and provide the factual basis for this action. The employee shall have the opportunity to refute this factual basis at the meeting referenced in 8024.3.

- 8024.5 If, after the compulsory medical exam, it is determined that the employee does not meet the medical standards for the position, the employee may be reassigned, placed on compulsory leave (the employee shall not be paid his or her regular salary but shall be entitled to use accumulated vacation, sick or annual leave before being placed on leave without pay), dismissed or be subject to other appropriate action such as submission of an application for retirement on behalf of the employee. If the employee is placed on compulsory leave, the employee shall be first provided with a proposed order for compulsory leave and a notice informing the employee of the date and time of a meeting with the Director of Personnel Services. The proposed order shall contain a statement in simple and concise language setting forth the basis for the Director's conclusion that the employee is unfit for duty. The employee shall be provided with copies of all documents on which the Director relied in making this determination. The meeting with the Director shall be held not less than five business days after service of the notice, proposed order and supporting documentation.
- 8024.6 An employee ordered to undergo a compulsory medical examination shall be entitled to appeal such order to the Civil Service Commission pursuant to Personnel Rule 1041.1. The purpose of such a hearing is to determine whether the Department Head and the Director of Personnel Services complied with the procedural requirements for such an order and whether there was a reasonable basis for concluding that the employee is unfit for duty.

8030 Medical Group Descriptions and Medical Standards and their Application: Each class of position is assigned by the Director of Personnel Services to one of five medical group descriptions based upon the usual working conditions and duties of positions in the class of position. The medical examinations shall utilize the appropriate medical group description information in applying the medical standards to an individual examinee. The written medical standards and elements of the examination are established by the County taking into consideration the recommendations of the County Health Officer, and may include, among other things, use of other State or Federal medical standards (e.g., Peace Office Training Standards, Board of Corrections, etc.). Specific medical examinations are not restricted to the established written standards; but in all instances are expected to take into consideration the usual or known physical and mental demands of the position class.

Following are the medical group descriptions and the general distinguishing criteria:

- 8031 MEDICAL GROUP I - Light Physical Activity: This group includes positions which require only light physical effort and may include lifting of small, light objects and some bending, stooping, squatting, twisting, and reaching. Considerable walking or standing may be involved.
- 8032 MEDICAL GROUP II - Moderate Physical Activity: This group includes positions which require moderate physical effort using arms, legs, back, and trunk in frequent lifting, pushing or pulling of objects weighing (or offering resistance equivalent to) 10-25 pounds, and occasionally over 25 pounds. Generally, bending, stooping, squatting, twisting, reaching, as well as standing and walking are involved.

- 8033 MEDICAL GROUP III - Heavy Physical Activity: This group includes positions which require heavy physical effort using arms, legs, back and trunk in frequent lifting, pushing, or pulling objects weighing (or offering resistance equivalent to) over 25 pounds. Generally, considerable bending, stooping, squatting, twisting, reaching, as well as standing and walking are involved. Physical stamina is usually required and explosive strength using bursts of energy may be required, depending upon specific position assignments.
- 8034 MEDICAL GROUP IV - Safety Officer: This group includes law enforcement positions which are covered by the Safety Officer provisions of the County's retirement plan. Sound physical condition in all respects is required because of exposure to and need to counteract and control, violent action or behavior. Heavy physical activity as described in Medical Group III may be encountered occasionally to frequently depending upon specific assignments and emergency situations.
- 8035 MEDICAL GROUP V - Safety Officer (Sworn): This group includes law enforcement positions which are covered by the Safety Officer provisions of the County's retirement plan. The same physical fitness requirements exist as for Group IV. However, positions in Group V are exposed more frequently to hostile environments in which heavy physical demands such as running, jumping, and climbing occur. Also, positions in Group V more frequently are involved in situations in which the incumbent must be able to handle specific physical actions individually without immediate assistance.
- 8040 Reasonable Accommodation: When, in the opinion of the Director of Personnel Services, it would not impose an undue hardship on the County, every effort shall be made to provide reasonable accommodation to the known physical or mental limitations of a qualified individual with a disability. The terms "reasonable accommodation" and "qualified individual with a disability" are used herein as defined in compliance regulations pertaining to the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA).
- 8050 Appeals (Medical Examinations Other Than Special Compulsory):
- 8051 Only Basis for Appeal: An individual who is disqualified in the County's medical examination may appeal only on a supported claim that the individual does in fact meet the medical standards for the class of position in which employment was being considered, and is, therefore, medically qualified. The claim must be supported by presentation of medical evidence supplied by a California licensed physician, health care provider or mental health professional.
- 8052 Appeal Procedure: A medically disqualified person in order to file an appeal, must submit it to the Director of Personnel Services in writing within ten (10) working days after the date the disqualification notice was mailed. The appeal must specify the reasons why the individual feels he or she meets the County's medical standards for the class of position. Medical evidence as noted in 8051 must accompany the appeal or a date specified, by which, in the reasonably near future the individual will supply the supportive medical evidence.

- 8053     Appeal Resolution: After reviewing the appeal along with the individual's medical examination records, the Director of Personnel Services may:
- 8053.1     Reject the Appeal: The Director of Personnel Services will notify the appellant in writing as to the reasons for upholding the rejection.
- 8053.2     Re-examination: Require re-examination by an independent California licensed physician, health care provider or mental health professional. The findings of these licensed professionals will be submitted to the Director of Personnel Services who after considering them, will render a written decision and the reasons therefore to the appellant.
- 8053.2     Refer to a Medical Review Board for Evaluation: A medical review board ordinarily consists of three (3) licensed physicians, health care providers or mental health professionals, as selected by the Director of Personnel Services for a specific appeal situation. Information about the duties, responsibilities, physical demands and working conditions of the position in question will be supplied the review board. In addition, the board will have access to the properly released medical records of the appellant and may conduct its own medical examinations if deemed necessary. The medical review board will submit its findings to the Director of Personnel Services who, after considering them, will render a written decision and reasons therefore to the appellant.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

A. The parties to this Agreement shall be in strict conformance with all applicable Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, CONTRACTOR, as a Business Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions, activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY, as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative or legal responsibilities of the Business Associate.

B. CONTRACTOR, including its subcontractors and employees, shall protect, from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving services pursuant to a COUNTY funded program. This requirement applies to electronic PHI. CONTRACTOR shall not use such identifying information or genetic information for any purpose other than carrying out CONTRACTOR’s obligations under this Agreement.

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1 C. CONTRACTOR, including its subcontractors and employees, shall not disclose  
2 any such identifying information or genetic information to any person or entity, except as otherwise  
3 specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law,  
4 required by the Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that  
5 is permitted by this Agreement or authorized by law, CONTRACTOR shall make reasonable efforts  
6 to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

7 D. For purposes of the above sections, identifying information shall include, but not  
8 be limited to name, identifying number, symbol, or other identifying particular assigned to the  
9 individual, such as finger or voice print, or photograph.

10 E. For purposes of the above sections, genetic information shall include genetic tests  
11 of family members of an individual or individual, manifestation of disease or disorder of family  
12 members of an individual, or any request for or receipt of, genetic services by individual or family  
13 members. Family member means a dependent or any person who is first, second, third, or fourth  
14 degree relative.

15 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time  
16 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section  
17 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section  
18 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall  
19 be provided within thirty (30) days from request. Access may be extended if CONTRACTOR cannot  
20 provide access and provides individual with the reasons for the delay and the date when access may be  
21 granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

22 CONTRACTOR shall make any amendment(s) to PHI in a designated record set  
23 at the request of COUNTY or individual, and in the time and manner designated by COUNTY in  
24 accordance with 45 CFR Section 164.526.

25 CONTRACTOR shall provide to COUNTY or to an individual, in a time and  
26 manner designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to  
27 permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in  
28 accordance with 45 CFR Section 164.528.

G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. 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 is responsible for all notifications required by law and regulation or deemed necessary by COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno  
Dept. of Public Health  
HIPAA Representative  
(559) 600-6439  
P.O. Box 11867  
Fresno, CA 93775

County of Fresno  
Dept. of Public Health  
Privacy Officer  
(559) 600-6405  
P.O. Box 11867  
Fresno, CA 93775

County of Fresno  
Information Technology Services  
Information Security Officer  
(559) 600-5800  
2048 N. Fine Street  
Fresno, CA 93727

H. CONTRACTOR shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and Human Services (Secretary) upon demand.

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CONTRACTOR shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during the CONTRACTOR's normal business hours, however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTOR and in possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

I. Safeguards

CONTRACTOR shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. 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 CONTRACTOR's operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.

CONTRACTOR shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for 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. Eight (8) characters or more in length;
- b. Changed every ninety (90) days;
- c. Changed immediately if revealed or compromised; and
- d. Composed of characters from at least three (3) of the following

four (4) groups from the standard keyboard:

- 1) Upper case letters (A-Z);
- 2) Lowercase letters (a-z);
- 3) Arabic numerals (0 through 9); and
- 4) Non-alphanumeric characters (punctuation symbols).

CONTRACTOR shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating

system/software vendor security patches.

CONTRACTOR shall 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, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

CONTRACTOR shall 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. CONTRACTOR must apply appropriate sanctions against its employees who fail to comply with these safeguards. CONTRACTOR must adopt procedures for terminating access to PHI when employment of employee ends.

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J. Mitigation of Harmful Effects

CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these provisions. CONTRACTOR must document suspected or known harmful effects and the outcome.

K. CONTRACTOR's Subcontractors

CONTRACTOR shall ensure that any of its contractors, including subcontractors, if applicable, to whom CONTRACTOR provides PHI received from or created or received by CONTRACTOR on behalf of COUNTY, agree to the same restrictions, safeguards, and conditions that apply to CONTRACTOR with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors..

L. Employee Training and Discipline

CONTRACTOR shall 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 PHI and discipline such employees who intentionally violate any provisions of these provisions, including termination of employment.

M. Termination for Cause

Upon COUNTY's knowledge of a material breach of these provisions by CONTRACTOR, COUNTY shall either:

1. 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
2. Immediately terminate this Agreement if CONTRACTOR has breached a material term of these provisions and cure is not possible.
3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

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N. Judicial or Administrative Proceedings

COUNTY may terminate this Agreement in accordance with the terms and conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation that the CONTRACTOR has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in which the CONTRACTOR is a party.

O. Effect of Termination

Upon termination or expiration of this Agreement for any reason, CONTRACTOR shall return or destroy all PHI 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 PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable, of CONTRACTOR. If CONTRACTOR destroys the PHI data, a certification of date and time of destruction shall be provided to the COUNTY by CONTRACTOR.

P. Disclaimer

COUNTY makes no warranty or representation that compliance by CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations 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 access, viewing, use, disclosure, or breach. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

Q. Amendment

The parties acknowledge that 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

1 take such action as is necessary to amend this agreement in order to implement the standards and  
2 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to  
3 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written  
4 notice in the event that CONTRACTOR does not enter into an amendment providing assurances  
5 regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the  
6 standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

7 R. No Third-Party Beneficiaries

8 Nothing express or implied in the terms and conditions of these provisions is  
9 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or  
10 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or  
11 liabilities whatsoever.

12 S. Interpretation

13 The terms and conditions in these provisions shall be interpreted as broadly as  
14 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws.  
15 The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in  
16 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

17 T. Regulatory References

18 A reference in the terms and conditions of these provisions to a section in the  
19 HIPAA regulations means the section as in effect or as amended.

20 U. Survival

21 The respective rights and obligations of CONTRACTOR as stated in this Section  
22 shall survive the termination or expiration of this Agreement.

23 V. No Waiver of Obligations

24 No change, waiver or discharge of any liability or obligation hereunder on any  
25 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,  
26 or shall prohibit enforcement of any obligation on any other occasion.