

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

***IBM iSeries Professional Services
and Operational Support***



PROPOSAL CLOSING DATE:

***Friday, October 5, 2012
at 5:00pm PST***

The County of Yuba Information Technology Division wishes to obtain professional services for a qualified candidate firm to assist with the day to day operations of the iSeries system on two machines to include: maintenance, upgrades as well as work on projects in support of operations for the iSeries – listed below as **Section I: Operations Support**.

In addition, the County is seeking contracting agencies and/or independent contractors to assist in on-going programming support of our iSeries processing environment – listed as **Section II: Programming Support**.

These scopes of work and bid sheets have been separated between operations support and programming support. The County is seeking either an agency/independent contractor to perform both support tasks or an agency/independent contractor to support either Section I or Section II separately.

I. SCOPE OF WORK

OPTION ONE - SCOPE OF WORK FOR iSERIES OPERATIONS SUPPORT

Section A: Basic upgrade and operations checks to include:

- A1. Provide up to one major release operating system upgrade per year and one minor operating system upgrade per year, as needed based on OS release schedule and County needs. Contractor should plan to upgrade one system first, facilitate swap, and then upgrade second system to limit or eliminate downtime for 24/7 operations.
 - A.2.1 Both County machines to be upgraded in the first year of the agreement
 - A.2.2 These systems primarily support critical systems and thus require maximum up-time.
 - A.2.3 Initial upgrade shall be to upgrade the iSeries operating systems from Version 6; Release 1 to Version 7; Release 1 in the 2013 year.
- A2. On a monthly basis, propose an operations check routine to be performed by vendor.
 - A.2.1 May include evaluation of current usage and performance configuration with adjustment to operational parameters for better performance.
 - A.2.2 Should include evaluation of security status.

Section B: Additional Projects (to be performed on an 'as needed' basis)

- B1. Evaluate current encryption status and recommend/invoke encryption.
- B2. Evaluate current back up procedures and recommend changes that satisfy Personally Identifiable Information (PII) and Personal Health Information (PHI) requirements.

- B3. Analyze current sign-on procedures/policy and recommend/implement a procedure/policy that eliminates the necessity of multiple sign-ons.
- B4. Evaluate needs for encryption in conjunction with County Information Technology team and county Chief Information Security Officer. Create implementation plan for encrypting items which need to be encrypted.
- B5. Evaluate current backup procedures and recommend changes to satisfy disaster recovery, PII and PHI requirements. Assist in implementation of necessary changes.
- B6. Augment staff as needed.
- B7. Provide training to staff as needed.
- B8. Provide a resource to act as staff back-up to help staff 'cover' in times of staff shortage due to vacation, illness, etc.
- B9. County shall issue a work order to initiate these as needed project requests. Please provide a competitive rate proposal that would include an hourly rate for the additional work as outlined in this section in Exhibit D – Price Proposal.

OPTION TWO - SCOPE OF WORK FOR iSERIES PROGRAMMING SUPPORT

Section II of the Scope of Work is to provide ongoing software development support in COBOL and RPG to the County on an as needed basis. Short term projects will be initiated by the County Information Technology team and will be resourced by the contracted agency to analyze, design and code. The contracted agency will perform the work at the County work site when necessary. VPN access can be used when on-site participation is not necessary.

Project shall be completed using industry best practices for design. All programs shall be commented and well documented. Some projects may entail documentation of existing custom programs, and assistance upgrading to new programs or systems. We are particularly looking for programming support in COBOL, CL, and RPG. Projects may include:

- 1. Coding and Database Support
- 2. Analysis and Design Support
- 3. Documentation of existing system
- 4. New development
- 5. Maintenance of existing programs

II. PROPOSAL DOCUMENT INSTRUCTIONS

As stated earlier, the County reserves the right to award the work for each option separately or as one. Please ensure you are clear as to which option(s) you are proposing to perform. Proposals should include the following:

1. *A Title Page*, including the name, address, and phone number of the bidder's contact person and the name and address of the vendor.
2. *Table of Contents*
3. *A Cover Letter / Executive Summary*, including:

A brief statement as to the proposers understanding of the work to be performed, the commitment to perform the work, and a statement as to why the vendor believes it to be the best qualified to perform the engagement.
4. *A Statement of Qualifications* to include:
 - a. A company/personal profile outlining its history, experience, size, and affiliations.
 - b. An outline of a minimum of three current customers/clients with similar projects in scope and size, including their contact information
 - c. Proof of continuous Workers Compensation coverage (either copy of previous Insurance Accords or a letter from your provider stating the number of years of continuous coverage will suffice).
 - d. CV or resume of consultant(s) that will be assigned to our account
5. *A Signature* of the person authorized to commit the vendor.
6. *Body of Proposal* to include;

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the Consultant/Contractor seeking to provide the support services in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their format or manner of presentation. The qualifications proposal should demonstrate the qualifications of the vendor and of the particular technician(s) to be assigned to this engagement. It should also specify an approach that will meet the requirements of the request for proposal. The proposal should address all the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal.
7. *References*

Please provide references from three clients with whom you have done similar work. Please explain the scope or work performed and any particular success or challenges you faced.
8. *Exhibits*
 - a. Please make sure Exhibits A, B, C, and D are included and complete.
 - b. Also include an affirmation that you have read and understand Attachment B; Confidentiality Provisions.

III. ADDITIONAL REQUIREMENTS

- a. **Work Product.** County shall be sole owner of all writings, source, graphics and other work product produced during the course of performance of the contract once awarded.
- b. **Subcontractors and Key Personnel.** No portion of work shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County. It is the County's desire to have an ongoing support relationship with the provider to include an assigned consultant(s). Consistency of service is a critical need.
- c. **Background Checks.** The County requires background checks of any personnel with unrestricted access to county physical sites, or requiring logon access to County network or computer systems. Vendor should be prepared to have employees background checked at their own expense, upon request by County. This would typically include fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. The cost of this type of back ground check differs depending on where the check is initiated, but is typically less than \$100 per person.
- d. The Contractor / Consultant must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
- e. Part of the selection process will include a credit check and financial evaluation of the business/independent contractor.
- f. Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and/or interview applicants and key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the Consultant/Contractor.
- g. All to the acceptance of the County or its authorized representative.
- h. Contractor / Consultant shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract.

IV. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor/Consultant or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County may select any Option or combination of Options outlined in the scope of work at its own discretion. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract, if awarded, will be awarded to a Consultant/Contractor whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness,

capability and responsibility. The following factors will be taken into account to determine price, responsiveness, capability and responsibility:

1. Demonstrated ability of the firm to provide support, training, and reporting.
2. Consultant/Contractor's understanding of the needs and objectives of the County.
3. The qualifications of the vendor and our perception of the ability of the vendor to meet the terms of the RFP which may include:
 - a. Reference, credit and other pertinent checks,
 - b. Qualifications of the professional personnel who would be assigned to the project measured by experience and education.
4. Financial terms of proposal.
5. Fiscal soundness of firm.
6. Completeness and professionalism of submission.
7. County may require presentations/interviews as part of selection process of all vendors or of a shortlist of vendors.
8. Submissions which are deemed incomplete may be eliminated as not being responsive.
9. Upon selection, county may negotiate final terms of contract with selected partners so that contract and scope and pricing of said scope are clear to all parties involved and within budget.
10. Responsiveness means a Contractor/Consultant who has submitted a proposal that conforms to the solicitation documents in all material aspects.
11. A responsible Contractor and/or Consultant shall mean a Contractor and/or Consultant who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
12. An evaluation of technical skills, project management skills, and the skills of the resources to be assigned to the County.

Thus the result will not be determined based solely on price. Although price is a factor, the County will consider awarding the contract(s) to the Contractor/Consultant that meets the best interest of the County as interpreted by the County

The County reserves the right to modify the scope of required services based on pricing of proposals, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services (contract).

V. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Proposal to include all items indicated in Section III
- Detailed Cost Estimate
- Attached Exhibits A through D

VI. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- Contract Term.** The term of the agreement resulting from this solicitation will be for the period of one (1) year with the option for two (2) – one year extensions at the discretion of the County.
- Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor/Consultant. Once selected, Contractor/Consultant and County will complete contract and agree upon start date and work schedule. County desires for the project to begin in November 2012.
- Contract Form.** The final contract(s) will incorporate the appropriate terms and conditions from this solicitation.
- References.** To receive consideration, proposals must clearly and specifically address how the requirements for each item will be met. Proposal must include a Statement of Experience and three references including contact information from projects similar to ours which we may contact as references.
- Questions.** All questions should be submitted to the contact in item VI, j and should be submitted in writing prior to Monday, October 1, 2012
- Amendments and Addenda.** For the most up to date information, visit:
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>
- Submittal Instructions.** Before submitting a proposal, Contractor/Consultants shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. FOUR proposals must be submitted in a sealed envelope, clearly marked “*iSeries Support RFP*” to:

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
Suite 119
915 Eighth Street
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- h. **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Friday, October 5, 2012 at 5:00 pm PDT**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.
- i. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.
- j. **Contact Information.** Andrea Armstrong, Contracts and Purchasing Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractor/Consultants. Andrea's contact information is: email aaarmstrong@co.yuba.ca.us , fax 530-749-7884. Andrea's contact phone number is 530-749-7880.

EXHIBIT A - BIDDERS STATEMENT

By submitting a bid, the bidder acknowledges that he/she has acquainted himself with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the bidder to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our proposal. RFPs that do not acknowledge addendums may be rejected.

Addendum#	Initials

COMPLETE LEGAL NAME OF COMPANY

BUSINESS ADDRESS

PHONE NUMBER

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

SIGNATURE OF AUTHORIZED AGENT

DATE

FEDERAL IDENTIFICATION NUMBER

DUNS NUMBER

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT B – LIST OF SUBCONTRACTORS

Mark one of the boxes below:

BIDDER does not propose to subcontract the work.

BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

Name of Individual / Firm Submitting Bid: _____

Signature of Bidder: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT C – LIST OF REFERENCES

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. _____

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

2. _____

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

3. _____

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT D – PRICE PROPOSAL

OPTION ONE - for iSeries Operations Support

Section A - Please provide your *annual* flat rate to provide the services outlined in Section A; *Basic upgrade and operations*

<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>

Section B - Please provide your hourly rate to provide the services listed under Section B; *Additional Projects*

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
Regular hourly rate 6:00 a.m. to 6:00 p.m.			
Off hours rate 6:00 p.m. to 6:00 a.m.			
Overtime rate Hours in excess of 40/week			

OPTION TWO - for iSeries Programming Support

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
Regular hourly rate 6:00 a.m. to 6:00 p.m.			
Off hours rate 6:00 p.m. to 6:00 a.m.			
Overtime rate Hours in excess of 40/week			

Is there any incentive to the pricing above if all work is awarded to you? Please explain:

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

ATTACHMENT A

INSURANCE REQUIREMENTS

Insurance Requirements for Contractor/Consultants

Contractor/Consultant shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor/Consultant, his agents, representatives, employees or subcontractors. If Contractor/Consultant fails to maintain the Insurance provided herein, County may secure such insurance and deduct the cost thereof from any funds owing to Contractor/Consultant.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Errors & Omissions Insurance

Minimum Limits of Insurance

Contractor/Consultant shall maintain limits no less than:

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| 3. Workers’ Compensation: | As required by the State of California. | |
| 4. Employer’s Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Professional Errors and Omissions | \$1,000,000 | per occurrence |

If the Contractor/Consultant maintains higher limits than the minimums shown above, the County shall be entitled to coverage for the higher limits maintained by the Contractor/Consultant.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor/Consultant shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the Contractor/Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor/Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the Contractor/Consultant's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor/Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor/Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

Waiver of Subrogation

Contractor/Consultant hereby agrees to waive subrogation which any insurer of Contractor/Consultant may acquire from Contractor/Consultant by virtue of the payment of any loss. Contractor/Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor/Consultant, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the County.

Verification of Coverage

Contractor/Consultant shall furnish the County with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the

County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor/Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT B
CONFIDENTIALITY PROVISIONS AND STATEMENTS

1.0 INTRODUCTION

For the purposes of carrying out a contract for Professional Services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and <><> (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statement sets forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

2.0 DEFINITIONS.

- 2.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.
- 2.2 PERSONALLY IDENTIFIABLE INFORMATION** is Confidential Information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.
- 2.3 BREACH** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.
- 2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any Confidential Information.

3.0 BACKGROUND.

The COUNTY maintains Confidential Information to perform functions, activities, and/or services directly related to the administration of a social service program. Such Confidential Information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of Confidential Information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for Confidential Information can limit the potential exposure of Confidential Information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or Breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or Breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

4.0 PROVISIONS.

- 4.1** The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.
- 4.2** The COUNTY requires at least the following minimum standards of care in handling the Confidential Information:
 - 4.2.1** Securing all areas where Confidential Information is maintained and/or stored;
 - 4.2.2** Utilizing all industry standard encryption and methodology through which Confidential Information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption —not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;
 - 4.2.3** Limiting the removal of Confidential Information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;
 - 4.2.4** Ensuring only the minimum necessary amount of Confidential Information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;
 - 4.2.5** Not leaving Confidential Information unattended or accessible to unauthorized individuals; and
 - 4.2.6** Disposing of Confidential Information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.
- 4.3** Confidential Information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.
- 4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

- 4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.
- 4.6** If there is an incident involving theft, loss, compromise, and/or Breach of Confidential Information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.
- 4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the Confidential Information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

4.8 NOTIFICATION OF BREACH.

- 4.8.1** Upon the suspicion or discovery of a Breach, Security Incident, intrusion, or unauthorized use or disclosure of Confidential Information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.
- 4.8.2** Notification of any Breach, Security Incident, or unauthorized access as described in section 4.8.1 shall be provided to:
Rick Gilmore, Information Security Officer
Phone: (530) 749-7880
Email: rgilmore@co.yuba.ca.us
Fax: (530) 749-7884
- 4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected Breach, Security Incident, or unauthorized access of Confidential Information. Within seventy two (72) hours of the discovery, if an actual Breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:
- (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data);
 - (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information (PII), Personal Health Information (PHI) and/or Confidential Information;
 - (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized;
 - (d) A description of the probable causes of the improper use or disclosure; and
 - (d) Whether any state or federal laws requiring individual notifications of breaches are triggered.

4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the Breach, which may include notification to the individual or other authorities.

4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's Confidential Information.

4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the Confidential Information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's Confidential Information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing Confidential Information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

5.0 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the Confidential Information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: _____

CONTRACTOR

[to be executed with contract]

(Signature)
(Print Name and Title)