



**SEDGWICK COUNTY, KANSAS**  
**FINANCE DEPARTMENT**  
**DIVISION OF PURCHASING**

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316-383-7055

<http://www.sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL**  
**#17-0069**  
**PATIENT TRANSPORTATION SERVICES**

**June 8, 2017**

Sedgwick County, Kansas (hereinafter referred to as "County") is soliciting proposals for the purpose of obtaining transportation services for psychiatric patients between County, Via Christi Regional Medical Centers (hereinafter referred to as Via Christi), State Mental Health Hospitals, and/or designated locations. Services must be available on a 24 hour, seven (7) day a week basis (24/7). It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

**All contact concerning this solicitation shall be made through the Division of Purchasing.** Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely,

Britt Rosencutter  
Purchasing Agent

#17-0069

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## Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Scope of Work](#)
- VI. [Sedgwick County's Responsibilities](#)
- VII. [Proposal Terms](#)
  - A. [Questions and Contact Information](#)
  - B. [Minimum Firm Qualifications](#)
  - C. [Evaluation Criteria](#)
  - D. [Request for Proposal Timeline](#)
  - E. [Contract Period and Payment Terms](#)
  - F. [Insurance Requirements](#)
  - G. [Indemnification](#)
  - H. [Confidential Matters and Data Ownership](#)
  - I. [Proposal Conditions](#)
- VIII. [Required Response Content](#)
- IX. [Response Form](#)

**I. About this Document**

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor’s approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

**II. Background**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas’ 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas’ counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

**III. Project Objectives**

COMCARE of Sedgwick County is a licensed community mental health center and licensed alcohol and drug treatment provider serving Sedgwick County, Kansas. COMCARE serves approximately 15,008 individuals annually with a variety of mental and behavioral health issues. Some of the clients served through COMCARE require transportation from the local psychiatric hospital and service provider locations to state hospitals for continued treatment, or must be transported from a state hospital to a provider. Occasionally, additional patient transportation needs arise. COMCARE requires a transportation vendor to provide safe, efficient patient transportation services. The annual number and location of transports are summarized in the chart below.

<b>By Destination</b>	<b>CY 2016</b>
Osawatomie State Hospital (OSH)	320
Kaw Valley	56
Larned State Hospital	6
OSH to Haysville	1
OSH to Wichita	10
Topeka	1
Wichita to Overland Park	1
<b>Total</b>	<b>395</b>

#### IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Britt Rosencutter  
Sedgwick County Division of Purchasing  
525 N. Main, Suite 823  
Wichita, KS 67203

**SUBMITTALS** are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, June 20, 2017**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CDT, on the due date. No information other than the respondent's name will be disclosed at bid opening.

#### V. Scope of Work

These guidelines are provided to assist participation firms in formulating a thorough response for services outlined in this document. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful firm(s) shall:

1. Provide an appropriate vehicle capable of safely and humanely transporting up to two (2) un-restrained patients, or one (1) restrained patient, per trip. Patients under the age of 18 may not be transported in the same vehicle as patients over the age of 18.
2. All vehicles used to transport patients under this contract must have full protective shields and digital video recording capability. Contractor understands and agrees to provide County access to video recordings for quality monitoring purposes, within 48 hours of any such video request. All vehicles must also have a mobile phone available for employees to use in the case of an emergency.
3. Provide restraints for each patient if recommended by hospital or County staff. The last clinician to treat the patient is responsible for making the recommendation for use of restraints. Restraints must be medical, nylon cloth wrist and/or ankle straps, which are approved by County. Contractor must be able to safely place restraints on patients as requested by authorized providers.
4. Contractor must have a policy on use, maintenance and replacement of restraints and written criteria for overriding clinician's recommendation for restraint usage.
5. Contractor must understand and adhere to County's safety requirements that patients not have their arms secured behind their back. Additionally, metal handcuffs or leg irons are not allowed to be used as restraint methods. County policy requires that if a crisis occurs during the transport that requires the assistance of law enforcement, the law enforcement professional will make the determination on the appropriate type and position of restraints for the remainder of the trip.
6. Contractor must understand and adhere to County's incident reporting requirements, requiring that all critical incidents be reported to County no later than 9am the next business day. The following incidents are considered critical incidents: property damage estimated at over \$200, threats, physical aggression towards contractor staff or self, any unusual or significant circumstance noted during the transport, and calls to 911.
7. Provide two (2) employees to accompany patients during transportation, one (1) of whom is qualified driver and possesses the appropriate driver's license as required by the State of Kansas. The other employee is the attendant, whom is

responsible for monitoring the health and welfare of the patient. If one patient is female, proposer will ensure that one (1) of said employees will be female.

8. Contractors employees must wear uniforms and company identification badges during transports. Badges should include the employee's picture and first name and be visible during the transport.

9. Ensure all employees are trained and certified in basic First Aid and CPR. Additionally, contractors' employees must receive annual training on nationally recognized nonviolent crisis intervention, training on the proper use of restraints and an overview of mental disorders.

10. Transport patients in a safe and reasonable manner. All vehicles must have seat belts and all patients being transported should wear seat belts.

11. Abide by the schedules for transportation agreed upon even when it entails more than one (1) trip per day. Additionally contractor shall be able to respond within a maximum of four (4) hours to emergency requests, based on twenty-four (24) hour, seven (7) day week availability. Contractor will provide notification by phone to Director of Crisis and Outpatient Services or Designee if transport is delayed due to weather or road conditions.

12. Maintain business automobile insurance and commercial general liability insurance each in amounts \$500,000.00 per occurrence and \$1 million in the annual aggregate for the entire duration of the contract. Vendor will add County as an additional insured on its business automobile insurance and general liability insurance policies and provide a certificate of insurance denoting such addition.

13. Ensure patients are received and checked in at the Admissions Department of the designated location.

14. Contractor shall provide age-appropriate car seats as required by Kansas law when transporting children or youth.

15. Contractor is required to maintain written documentation of each transport provided. Items to be recorded include:

- Patient's full name
- Date of transport
- Full name of person requesting the transport
- Full names of the driver and the attendant conducting the transport
- Pick up location
- Name of provider making the recommendation for or against the use of restraints
- Type of restraints used (two-point or four point)
- Time restraint began (24 hour format)
- Any unusual or significant circumstances noted at departure
- Non-physical interventions used
- Specific behaviors that required use of physical intervention (i.e. restraints)
- Drop off location
- Day and time of drop off
- Name of the staff or nurse accepting the patient at the drop off location
- Time restraint ended (24 hour format)
- Any unusual or significant circumstances noted at drop off

## **VI. Sedgwick County's Responsibilities**

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- Conduct final inspection and approve payment.

**VII. Proposal Terms**

**A. Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Britt Rosencutter at [britt.rosencutter@sedgwick.gov](mailto:britt.rosencutter@sedgwick.gov) by 5:00 p.m. CDT Tuesday June 13, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <http://www.sedgwickcounty.org/finance/purchasing.asp>, under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CDT Friday June 16, 2017. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

**B. Minimum Firm Qualifications**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer’s response.

Proposers shall:

1. Have a minimum of three (3) years’ experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

**C. Evaluation Criteria**

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
1. Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.	20
2. Ability to meet or exceed all requirements and scope of work.	20
3. Proven ability to provide high quality service.	20
4. Qualifications and expertise.	20
5. The most advantageous and prudent methodology and costs as determined by the County.	20
<b>Total Points</b>	<b>100</b>

Any final negotiations for services, terms and conditions will be based, in part, on the firm’s method of providing the service and the fee schedule achieved through discussions and agreement with the county’s review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	<b>June 8, 2017</b>
Questions and clarifications submitted in writing by 5:00 p.m. CDT	<b>June 13, 2017</b>
Addendum Issued	<b>June 16, 2017</b>
Sealed Proposal due before 1:45pm CDT	<b>June 20, 2017</b>
Evaluation Period	<b>June 20 through June 26</b>
Board of Bids and Contracts Recommendation	<b>July 6, 2017</b>
Board of County Commission Award	<b>July 12, 2017</b>

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of one (1) year with four (4) one (1) year options to renew for the terms and prices proposed or as negotiated.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

[http://www.sedgwickcounty.org/purchasing/payment\\_and\\_invoice\\_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**Workers' Compensation:**

Applicable coverage per State Statutes

**Employer's Liability Insurance:** \$100,000.00

**Commercial General Liability Insurance:**

Each Occurrence \$500,000.00

Aggregate \$500,000.00

**Personal Injury:**

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

**Automobile Liability:**

Combined single limit \$500,000.00

#17-0069

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**Professional Liability**  
**If required**

\$500,000.00

***Special Risks or Circumstances:***

***Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.***

G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider’s performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. Proposal Conditions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Proposal%20Terms%20%20Conditions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf)

General Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf)

Mandatory Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Mandatory%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf)

Sample Contract

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Sample%20Contract.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf)

### **VIII. Required Response Content**

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff.
6. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Those responses that do not include all required forms/items may be deemed non-responsive.

### **HIPAA PRIVACY AND SECURITY RULE**

#### **BUSINESS ASSOCIATE ADDENDUM OR ATTACHMENT**

#### **DEFINITIONS**

- 1.1** Terms used, but not otherwise defined, in this Addendum or Attachment shall have the same meaning as those terms in the Privacy Rule, as codified in 45 CFR § 164.500, *et seq.*; and the Security Rule, as codified in 45 CFR § 162.102, *et seq.*; or as provided for in the American Recovery and Reinvestment Act of 2009 (ARRA) and regulations adopted under that act.

#### **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

**Business Associate acknowledges the Security Provisions - Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, and in the case of a Business Associate that obtains or creates protected health information pursuant to a written contract (or other written arrangement) described in section 164.502(e)(2) of title 45, Code of Federal Regulations, with the Covered Entity, the Business Associate may use and disclose the protected health information only if such use or disclosure is in compliance with the applicable requirement of section 164.504(e) of such title. The additional requirements of Sec. 13404 of the Health Information Technology for Economic and Clinical Health Act (HITECH) part of the American Recovery and Reinvestment Act of 2009 (ARRA), that relate to privacy and that are made with respect to the Covered Entity shall also be applicable to the Business Associate and shall be incorporated into this Agreement.**

**Business Associate agrees to the following:**

- 2.1** *Not to Use or Disclose PHI Unless Permitted.* Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Addendum or Attachment or as required by law.
- 2.2** *Use Safeguards.* Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum or Attachment.
- 2.3** *Mitigation of Harmful Effects.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum or Attachment.

2.4 **Report Inappropriate Disclosures of PHI.** Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum or Attachment of which it becomes aware.

2.5 **Compliance of Agents and Subcontractors.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum or Attachment to Business Associate with respect to such information.

2.6 **Access.** Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, if the Business Associate has Protected Health Information in a designated record set.

2.7 **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner, if Business Associate has protected health information in a designated record set.

2.8 **Disclosure of Practices, Books and Records.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.9 **Documentation of Disclosures.** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

2.10 **Disclosures for Accounting.** Business Associate agrees to provide to Covered Entity or an Individual, within ten (10) business days of receipt of a written request from the Covered Entity or an Individual, information collected in accordance with Section 2.9 of this Addendum or Attachment, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

#### **PERMITTED USES AND DISCLOSURES BY ASSOCIATE**

3.1 Except as otherwise limited in this Addendum or Attachment, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes of the contractual relationship, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

#### **SPECIFIC USE AND DISCLOSURE PROVISIONS**

4.1 **Management and Administration.** Except as otherwise limited in this Addendum or Attachment, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the contractual or legal responsibilities of the Business Associate.

4.2 **Required by Law or With Reasonable Assurances.** Except as otherwise limited in this Addendum or Attachment, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or

further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.3 **Data Aggregation.** Except as otherwise limited in this Addendum or Attachment, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

4.4 **Violations of Law.** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

### **OBLIGATIONS OF COVERED ENTITY**

5.1 **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

5.2 **Individual Permissions and Revocations to Release PHI.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

5.3 **Restrictions on Uses and Disclosures.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

### **PERMISSIBLE REQUESTS BY COVERED ENTITY**

6.1 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Original Contract, the Business Associate may use or disclose protected health information for data aggregation or management and administrative activities of Business Associate.

### **TERM**

7.1 **Term.** The Term of this Addendum or Attachment shall be effective as of date of execution of the agreement by the parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, has been returned to Covered Entity or, at Covered Entity's option, is destroyed, or, if it is infeasible to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Section.

### **MISCELLANEOUS**

8.1 A reference in this Addendum or Attachment to a section in the Privacy Rule means the section as in effect or as amended.

8.2 The Parties agree to take such action as is necessary to amend this Addendum or Attachment from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

8.3 The respective rights and obligations of Business Associate under Sections 11.1 and 11.2 of this Addendum or Attachment shall survive the termination of this Addendum.

#17-0069

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8.4 Any ambiguity in this Addendum or Attachment shall be resolved to permit Covered Entity to comply with the Privacy Rule.

8.5 In addition to any implied indemnity or express indemnity provision in the Original Contract, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including any employees, agents, or subcontractors against any actual and direct losses suffered by the Indemnified Party(ies) and all liability to third parties arising out of or in connection with any breach of this Addendum or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the Privacy and Security Regulations, by the Business Associate or its employees, directors, officers, subcontractors, agents, or other members of its workforce. Accordingly, upon demand, the Business Associate shall reimburse the Indemnified Party(ies) for any and all actual expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party(ies) by reason of any suit, claim, action, proceeding or demand by any third party resulting from the Business Associate's breach or other action under this Addendum or Attachment.

### **SECURITY RULE REQUIREMENTS**

9.1 Business Associate agrees, to the extent any Protected Health Information created, received, maintained or transmitted by or in electronic media, also referred to as electronic protected health care information, as defined by 45 CFR § 160.103, that it will only create, maintain or transmit such information with appropriate safeguards in place.

Business Associate shall therefore: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health care information; ensure that any agent, including subcontractors, to whom it provides such information shall agree to also implement reasonable and appropriate safeguards to protect the information; and report to the Covered Entity any security incident, as that term is defined by 45 CFR § 164.304, of which it becomes aware.

### **TERMINATION**

10.1 *Termination for Cause.* Contractor agrees that if the Covered Entity determines the Contractor has violated any material term of this Addendum or Attachment, the Covered Entity may terminate the contract. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Original Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- b. Immediately terminate the Original Contract if Business Associate has breached a material term of this Addendum or Attachment and cure is not possible; or
- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

### **EFFECT OF TERMINATION**

11.1 Except as provided in paragraph 11.2, upon termination of this Addendum or Attachment, for any reason, Business Associate shall return to Covered Entity or, at the Covered Entity's option, destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

11.2 In the event that Business Associate determines that destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make destruction infeasible. Upon such notice, the Covered Entity and the Business Associate shall enter into a supplemental Addendum or Attachment

which shall require the Business Associate to extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **NOTIFICATION OF BREACH**

12.1 **NOTIFICATION OF COVERED ENTITY BY BUSINESS ASSOCIATE.** A business associate of a covered entity that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured protected health information shall, following the discovery of a breach of such information, notify the covered entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the business associate to have been, accessed, acquired, or disclosed during such breach. The business associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c) at the time of the required notification to the Covered Entity, or as promptly thereafter as the information is available.

12.2 **BREACHES TREATED AS DISCOVERED.** For purposes of this section, a breach shall be treated as discovered by the business associate as of the first day on which such breach is known to such associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of such associate) or should reasonably have been known to such associate (or person) to have occurred by the exercise of reasonable diligence.

12.3 **TIMELINESS OF NOTIFICATION.** Subject to section 12.4, all notifications required under this section shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a breach by the business associate involved in the case of a notification required under section 11.2. The business associate involved in the case of a notification required under section 11.2, shall have the burden of demonstrating that all notifications were made as required under this part, including evidence demonstrating the necessity of any delay.

12.4 **DELAY OF NOTIFICATION AUTHORIZED FOR LAW ENFORCEMENT PURPOSES.** If a law enforcement official determines that a notification or notice required under this section would impede a criminal investigation or cause damage to national security, such notification or notice shall be delayed in the same manner as provided under section 164.528(a) (2) of title 45, Code of Federal Regulations, in the case of a disclosure covered under such section.

If a law enforcement official states to the business associate that any notification or notice would impede a criminal investigation or cause damage to national security, the business associate shall:

- (a) If the statement is in writing and specifies the time for which a delay is required, delay such notification or notice for the time period specified by the official; or
- (b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification or notice temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in (a) is submitted during that time.

## **APPLICATION OF ADDITIONAL PROVISIONS**

13.1 **APPLICATION OF KNOWLEDGE ELEMENTS ASSOCIATED WITH CONTRACTS.** Section 164.504(e)(1)(ii) of title 45, Code of Federal Regulations, shall apply to the business associate, with respect to compliance with such subsection, in the same manner that such section applies to the Covered Entity, with respect to compliance with the standards in sections 164.502(e) and 164.504(e) of such title, except that in applying such section 164.504(e)(1)(ii) each reference to the business associate, with respect to a contract, shall be treated as a reference to the Covered Entity involved in the agreement.

13.2 **APPLICATION OF CIVIL AND CRIMINAL PENALTIES.** If the business associate violates any provision of subsection (a) or (b), Section 13404 of the HITECH act, the provisions of sections 1176 and 1177 of the Social Security

Act (42 U.S.C. 1320d-5, 1320d-6), the provisions shall apply to the Business Associate with respect to such violation in the same manner as such provisions apply to a person who violates a provision of part C of title XI of such Act.

**PROHIBITION ON SALE OF ELECTRONIC HEALTH RECORDS OR PROTECTED HEALTH INFORMATION.**

14.1 IN GENERAL. Except as provided in section 14.2, the business associate shall not directly or indirectly receive remuneration in exchange for any protected health information of an individual unless the Covered Entity has obtained from the individual, in accordance with section 164.508 of title 45, Code of Federal Regulations, a valid authorization that includes, in accordance with such section, a specification of whether the protected health information can be further exchanged for remuneration by the entity receiving protected health information of that individual.

14.2. EXCEPTIONS. Section 14.1 shall not apply in the following cases:

- (a) The purpose of the exchange is for public health activities (as described in section 164.512(b) of title 45, Code of Federal Regulations).
- (b) The purpose of the exchange is for research (as described in sections 164.501 and 164.512(i) of title 45, Code of Federal Regulations) and the price charged reflects the costs of preparation and transmittal of the data for such purpose.
- (c) The purpose of the exchange is for the treatment of the individual, subject to any regulation that the Secretary may promulgate to prevent protected health information from inappropriate access, use, or disclosure.
- (d) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations in section 164.501 of title 45, Code of Federal Regulations.
- (e) The purpose of the exchange is for remuneration that is provided by the Covered Entity to the business associate for activities involving the exchange of protected health information that the business associate undertakes on behalf of and at the specific request of the Covered Entity pursuant to the business associate agreement.
- (f) The purpose of the exchange is to provide an individual with a copy of the individual's protected health information pursuant to section 164.524 of title 45, Code of Federal Regulations.
- (g) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the exceptions provided in subparagraphs (a) through (f).

**IX. Response Form**

**REQUEST FOR PROPOSAL  
#17-0069  
PATIENT TRANSPORTATION SERVICES**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

**NAME** \_\_\_\_\_

**DBA/SAME** \_\_\_\_\_

**CONTACT** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **CITY/STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **HOURS** \_\_\_\_\_

**STATE OF INCORPORATION or ORGANIZATION** \_\_\_\_\_ **COMPANY WEBSITE**

**ADDRESS** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**NUMBER OF LOCATIONS** \_\_\_\_\_ **NUMBER OF PERSONS EMPLOYED** \_\_\_\_\_

**TYPE OF ORGANIZATION:** Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

**BUSINESS MODEL:** Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

**Not a Minority-Owned Business:** \_\_\_\_\_ **Minority-Owned Business:** \_\_\_\_\_ (Specify Below)

\_\_African American (05) \_\_ Asian Pacific (10) \_\_ Subcontinent Asian (15) \_\_ Hispanic (20)

\_\_Native American (25) \_\_ Other (30) - Please specify \_\_\_\_\_

**Not a Woman-Owned Business:** \_\_\_\_\_ **Woman-Owned Business:** \_\_\_\_\_ (Specify Below)

\_\_Not Minority -Woman Owned (50) \_\_ African American-Woman Owned (55)

\_\_Asian Pacific-Woman Owned (60) \_\_Subcontinent Asian-Woman Owned (65) \_\_Hispanic Woman Owned (70)

\_\_Native American-Woman Owned (75) \_\_Other – Woman Owned (80) – Please specify \_\_\_\_\_

**ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS:** \_\_\_\_\_ Yes \_\_\_\_\_ No

**INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:** \_\_\_\_\_ Yes \_\_\_\_\_ No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor’s responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp) .

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer’s response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature \_\_\_\_\_ Title \_\_\_\_\_  
Print Name \_\_\_\_\_ Dated \_\_\_\_\_



**RESPONSE FORM (page 2 of 2)**

**PROPOSAL RESPONSE FORM  
#17-0069  
PATIENT TRANSPORTATION SERVICES**

**PRICING INFORMATION**

**RATES FOR TRANSPORT OF ONE (1) OR MORE PATIENTS PER TRIP  
NOT REQUIRING RESTRAINTS**

**PROPOSED  
RATE**

Trip from Wichita to Osawatomie State Hospital, 500 State Hospital Drive,  
Osawatomie, KS. 66064-00500

\$ \_\_\_\_\_

Trip from Wichita to Larned State Hospital, 1301 KS-264, Larned, KS 67550

\$ \_\_\_\_\_

Per mile rate for as needed transportation service other than to or from the above hospitals.

\$ \_\_\_\_\_

**RATE FOR TRANSPORT OF ONE PATIENT PER TRIP  
REQUIRING RESTRAINTS**

**PROPOSED  
RATE**

Trip from Wichita to Osawatomie State Hospital, 500 State Hospital Drive,  
Osawatomie, KS. 66064-00500

\$ \_\_\_\_\_

Trip from Wichita to Larned State Hospital, 1301 KS-264, Larned, KS 67550

\$ \_\_\_\_\_