



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

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

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

[https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR BID
RFB #21-0027
ON-CALL TRANSLATION SERVICES**

April 2, 2021

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide On-Call Translation Services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45 pm CDT, April 27, 2021.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders 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 Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

**Jaimee Witmer
Purchasing Agent**

JW/ch

Table of Contents

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

I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 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.

The requested services will consist of providing foreign language interpretation on an as-needed basis for County and District Court programs and services at various county facilities, including but not limited to: Sedgwick County Developmental Disability Organization, Adult Detention Facility, COMCARE, Department on Aging, Health Department, District Court, EMS, and 911 Emergency Communications. The detention facility is a 24 hours per day, 7 days per week, 365 days per year operation and is obligated to provide foreign language interpreters upon request to non-English speaking individuals who are housed in the facility. In addition to the Detention Facility, there are other county programs or services that operate 24-7 and may require interpreting services after standard business hours. Where services are required within two (2) hours of notice, these are considered emergency services. These include services in settings where the need for interpretation services cannot be planned for in advance and may include interpreting in area settings of booking and/or the infirmary, which would be considered on-call emergency notice. Interpretation is also requested for standard services, which would include meetings and appointments that are scheduled with advance notice. These include ongoing social service programs like: Anger Management, Alcoholics Anonymous, or other meetings/appointments that are planned in advance. If proposers are unable to provide both standard services and emergency services, Sedgwick County reserves the right to award contracts to one (1) or more vendors to provide either standard services or emergency services.

Sedgwick County is seeking bids for On-Call Translation Services, in accordance with the specifications outlined, for various Sedgwick County departments.

II. Submittals

Carefully review this Request for Bid. 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:

Jaimee Witmer
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 pm CDT, TUESDAY, April 27, 2021. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

Bid responses will be acknowledged and read into record at bid opening, which will occur at 2:00 pm CDT, on the due date.

III. Scope of Work

The following are minimum requirements for services provided to Sedgwick County in order to assist Limited English Proficiency (LEP) individuals using the following methodologies: **oral language interpretation, document translation services, and automated systems (phone, video, and other electronic devices)** which allow the requester to call the service and obtain an interpreter upon immediate request. Specific locations for providing such services will be cited at the time of the initial request for service from the department or authorized County agent to the selected vendor.

- **Oral language interpretation** is the provision of interpretation services working directly with an individual who does not speak English in departmental facilities, public facilities, courtrooms, correctional facilities, medical facilities, or client residences (K.S.A. 75-4351). Some county departments and District Court require interpreters with experience and/or training in medical or legal interpretation. Interpretation services are usually pre-arranged by phone call, fax or e-mail from authorized personnel in one of the county's departments or agencies; however, occasionally services will be needed with relatively short notice and a prompt response is necessary. The District Court interpreters are generally on site at the Main Courthouse each morning to cover the criminal and traffic dockets. The required volume of interpreter services varies significantly between departments. COMCARE, the community mental health center, requires interpreters with medical experience or training and averages around 35 to 40 hours per month of in-person interpretation. Payment is normally based on an hourly rate but providers may propose alternative payment methods if desired.
- **Document translation** involves either the translation of foreign language documents into English or the translation of English documents into a foreign language. Typically, the documents will be forwarded to the vendor by a mutually agreed upon method and the vendor will do the translation in their facility. Final versions shall be delivered to the authorized requester at their specified site and in the form specified in the request. Payment is normally based on a per-word or per-page basis but providers may propose alternative payment methods if desired.
- **Automated systems (phone, video and other electronic devices)** involve systems that allow the requester to call the service and obtain an interpreter online to work with the individual and county staff over the phone or by means of other electronic devices. Response may be immediate (upon demand) and can be accessed without making any prior arrangements. The required volume of services varies greatly between departments.

A. COMCARE

The community mental health center requires interpreters with medical experience or training and averages nearly 102 calls per month each lasting around 15 minutes. Payment is normally based on a per-minute basis but providers may propose alternative payment methods if desired.

B. Emergency Medical Service and 911 Emergency Communications

EMS and 911 Emergency Communications operate 24 hours/day, 365 days a year, responding immediately to calls for emergency medical care, and requires translation services immediately upon request via phone (preferably to include video but not required). All discussions are considered protected health information.

C. The 18th Judicial District Court

The 18th Judicial District Court requires a flat monthly fee to cover all foreign language interpreting services, including the following types of hearings, meetings, and interviews. This list serves as an example only and is not comprehensive. Sedgwick County is not limited to the list provided when requesting services for the 18th Judicial District Court. The approximate amount of hours is estimated at 250. This is strictly an estimate.

Traffic Court Hearings
Juvenile Court Hearings
1st Appearances
Witness Testimony
PFA Docket
Small Claims
Family Law Court
Civil Court
Misdemeanor and Felony Criminal Cases
Care and Treatment Cases
Extradition Hearings
Other Misdemeanor Cases
Diversion
Limited Case Management Meetings
Sedgwick County Jail/Clinic
Probation Office Interviews

Vendors shall be expected to meet the county requirements as described in this document and as outlined in the terms and conditions. The county expects that services be provided in a timely and highly professional manner. The quality of the translation and interpretation shall reflect a general knowledge of terminology and concepts related to subjects pertaining to individual departments, which include but are not limited to: **Sedgwick County Developmental Disability Organization, Adult Detention Facility, COMCARE, Department on Aging, Health Department, District Court, EMS, and 911 Emergency Communications.**

Many of the county's services and departments operate on a 24/7 basis and require on-call services to align with such hours. Be sure to include in your bid the rates (hourly, per word, per page, or per minute) **based on normal operational hours (8:00 am – 5:00 pm, Monday – Friday), outside of normal operational hours (includes weekends and holidays) and emergency services (within 1-2 hours).**

IV. 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.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Jaimee Witmer at Jaimee.Witmer@Sedgwick.gov by 5:00 pm CDT, April 12, 2021. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this bid number by 5:00 pm CDT, April 19, 2021. Firms are responsible for checking the website and acknowledging any addenda on their bid 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 Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response.

Bidders shall:

1. Have proper certification(s) or license(s) for the services/product specified in this document.
2. Have the capacity to acquire all required permits, bonds, escrows or insurances.
3. Provide appropriate project supervision and quality control procedures.
4. Provide adequate number of experienced and trained personnel in mental health, medical/911 dispatch and legal interpretation and translation, with current certifications, where applicable. (K.S.A. 75-4353)
5. Ensure interpreters have native or near native fluency level in the foreign language to provide effective and accurate communication.
6. Offer continuing programs of training and development for staff, as appropriate.
7. Must possess superior communication, written and customer service skills.
8. Must maintain a confidentiality policy and ensure that all information being translated and/or interpreted remain confidential in accordance with HIPAA standards.
9. Ability to pass foreign language interpretation test if requested.
10. Must agree **not to** counsel, provide advice, or interject personal opinion into the translation/interpretation.
11. Must render impartiality of services at all times. For example, no one may provide interpretation services for a person to whom they are married, related (first or second degrees of consanguinity), or living with or a close friend or acquaintance. (K.S.A. 75-4353)
12. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide services.
13. Have a minimum of three (3) years or more of translation/interpretation experience.
14. Provide at least three (3) references verifying exemplary service. These references **MUST** have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service provided and a brief description of the type of services provided.
15. Identify a single point of contact for concerns and/or questions.
16. Have knowledge of and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations including the Health Insurance Portability and Accountability Act (HIPAA). 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.
17. Be duly qualified to do business in the State of Kansas upon contract award. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a Certificate signed by the Kansas Secretary of State. In addition, the successful firm shall furnish a Corporate Resolution evidencing the firm's authority to execute the Contract Documents and be legally bound by same.

For Emergency Notice Services:

(This excludes EMS and 911 Call Center and differs from their specific requirements)

1. Meet all requirements listed above for Standard Services.
2. Ability to be available within two (2) hours of an on-call emergency notice.

C. [Request for Bid Timeline](#)

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

Distribution of Request for Bid to interested parties	April 2, 2021
Clarification, Information and Questions submitted in writing by 5:00 pm CDT	April 12, 2021
Addendum Issued by 5:00 pm CDT	April 19, 2021
Sealed Bid due before 1:45 pm CDT	April 27, 2021
Board of Bids and Contracts Recommendation	April 29, 2021
Board of County Commission Award	May 5, 2021

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

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for three (3) years with two (2) one (1) year options to renew.

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

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

E. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, 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.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

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

F. 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.

G. [Confidential Matters and Data Ownership](#)

The successful bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, 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 bidder 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 bidder 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 Bid is the property of Sedgwick County.

H. [Bid Conditions](#)

<https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf>

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federally Funded Expenditures (if applicable)

<https://www.sedgwickcounty.org/media/57479/additional-representations-for-fema-funded-projects.pdf>

<https://www.sedgwickcounty.org/media/57478/fema-certifications-addendum-sedgwick-county.pdf>

VI. [Required Response Content](#)

Bid response should include the following:

1. Any exclusions clearly delineated.
2. Sample invoice.
3. Completed and signed Bid Response Form.
4. Those responses that do not include all required forms/items may be deemed non-responsive.

HIPAA RULES

BUSINESS ASSOCIATE ADDENDUM

DEFINITIONS

1.1 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sedgwick County.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

2.1 Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

2.2 Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement;

2.3 Report to covered entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, as further provided for in Par. 12.1, *et seq.*;

2.4 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 Agreement;

2.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

2.6 Make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;

2.7 Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

2.8 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules; and

2.9 Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

PERMITTED USES AND DISCLOSURES BY ASSOCIATE

3.1 Except as otherwise limited in this Agreement, Business Associate may only 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 Except as otherwise limited in this Agreement, 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 Business Associate may Use or Disclose Protected Health Information as Required By Law.

4.3 Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

4.4 Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

4.5 Business Associate may provide Data Aggregation services relating to the Health Care Operations of the covered entity.

4.6 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 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 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 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 Subpart E of 45 CFR Part 164 if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Agreement, the Business Associate may Use or Disclose Protected Health Information for Data Aggregation, management and administrative activities, or contractual or legal responsibilities of Business Associate.

TERM

7.1 **Term.** The Agreement 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 Agreement.

MISCELLANEOUS

8.1 A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

8.2 The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

8.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

8.4 In addition to any implied indemnity or express indemnity provision in the Agreement, 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 Agreement or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the HIPAA Rules, 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 failure to perform, Breach or other action under this Agreement.

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 Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

EFFECT OF TERMINATION

11.1 Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

Provided however, Business Associate may retain Protected Health Information if necessary for management and administration purposes or to carry out its legal responsibilities after termination of the Agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at in this Agreement which applied prior to termination;

Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

Provided, however, that nothing in this section 11.1 shall apply in the case of PHI remaining in its possession which Business Associate determines it is not feasible to return or destroy. Business Associate shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI.

The obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

NOTIFICATION OF BREACH

12.1 To the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses, or Discloses Unsecured Protected Health Information, it 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, Used, 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 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 Business 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 Business Associate (or person) to have occurred by the exercise of reasonable diligence.

12.3 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 12.2. The Business Associate involved in the case of a notification required under section 12.2, 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 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.

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

13.1 Except as provided in section 13.2, 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.

13.2. Section 13.1 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 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).

VII. Response Form

**REQUEST FOR BID
RFB #21-0027
ON-CALL TRANSLATION SERVICES**

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid 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 bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

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

- Yes, I would like to be on the emergency vendor list.
- No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ Emergency Contact Name: _____

After Hours Fax #: _____

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 .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____

REQUEST FOR BID
RFB #21-0027
ON-CALL TRANSLATION SERVICES

Rates for Standard Service		
Oral Language Interpretation	Per Hour	\$
	Per Minute	\$
	Per Page	\$
	Other (Describe)	\$
Document Translation	Per Hour	\$
	Per Minute	\$
	Per Page	\$
	Other (Describe)	\$
Automated Systems (phone, video and other electronic devices)	Per Hour	\$
	Per Minute	\$
	Per Page	\$
	Other (Describe)	\$
Monthly Flat Rate for 18 th Judicial District Court		\$
Rates for Evening, Weekend, and Holiday		
Oral Language Interpretation	Per Hour	\$
	Per Minute	\$
	Per Page	\$
	Other (Describe)	\$
Document Translation	Per Hour	\$
	Per Minute	\$
	Per Page	\$
	Other (Describe)	\$
Automated Systems (phone, video and other electronic devices)	Per Hour	\$
	Per Minute	\$
	Per Page	\$
	Other (Describe)	\$
Monthly Flat Rate for 18 th Judicial District Court		\$
Rates for Emergency Service		
Oral Language Interpretation	Per Hour	\$
	Per Minute	\$
	Per Page	\$
	Other (Describe)	\$
Document Translation	Per Hour	\$
	Per Minute	\$
	Per Page	\$
	Other (Describe)	\$
Automated Systems (phone, video and other electronic devices)	Per Hour	\$
	Per Minute	\$
	Per Page	\$
	Other (Describe)	\$
Monthly Flat Rate for 18 th Judicial District Court		\$

Emergency Medical Service (EMS) and 911 Emergency Communications

Rates for Immediate Translation Services available 24 hours/day, 365 days a year		
Automated Systems (phone, video and other electronic devices)	Per Minute	\$

NUMBER OF QUALIFIED STAFF: _____

COPIES OF CERTIFICATIONS INCLUDED: ____ YES ____ NO

REFERENCES INCLUDED: ____ YES ____ NO

PLEASE LIST ALL FOREIGN LANGUAGES YOU ARE ABLE TO TRANSLATE:
