

BUNCOMBE COUNTY REQUEST FOR PROPOSAL VACCINATION SITE INTERPRETERS

REQUEST FOR PROPOSAL

I. Intro

Buncombe County Health and Human Services seeks proposals from organizations interested in providing interpreters to assist at the County's vaccination sites during the Covid-19 pandemic.

II. Scope of Services

The County will require the contractor to provide the follow:

- 1. Provide interpretive services at vaccination sites for COVID-19. Assist Limited English proficiency (LEP) through to vaccination process by providing interpretation during the:
 - Check in process.
 - o Questions when completing Registration and Consent form
 - If risk indicator section of form has any concerns interpret between individual and medical provider.
 - o Between Nurse providing vaccine and individual
 - If concerns or reactions occur while individual is in observation area after vaccine
- 2. When not interpreting will assist as a greeter at the vaccination site or perform other clerical support duties.
- 3. Proposals should include the pricing difference between time spent interpreting and caring out administrative duties at the vaccination sites.
- 4. Complete criminal background check of Interpreter's performing work with the County and will provide documentation upon request.
- 5. Conduct an initial drug screen of Interpreter's performing work for the County and further agree to subsequent screening as deemed appropriate and will produce documentation upon request.
- 6. Conduct proficiency testing for interpreters or translators performing work for the County.
- 7. Will maintain on file documentation that each subcontractor has met professional requirements. Upon request by BCHHS, will provide evidence of such documentation.
- 8. Provide advance notice of planned leave periods or when unavailable for services. Contractor will notify the Contract Monitor of changes in contact numbers or availability.
- 9. Work is defined as the actual provision of interpreter services as requested by qualified staff at a location specified by staff. If travel is required to a home, school or community setting other than an HHS building, contractor may include in the invoice travel time from the HHS building to the alternative location where interpreter services will be provided. These services may be provided one on one with clients, in group/team settings, at the vaccination sites.
- 10. Work may also include translation services in accordance with the American Translators Association Code of Ethics and Professional Practice. The term "Translation" for the purposes of this Agreement means a translation or any other

translation-related tasks such as transcreation, editing (revision and review), proofreading, etc., that require the skills of a translator. These services are an individual activity performed by the contractor to provide translation of written essential documents, fact sheets, brochures or other agency materials that assure quality and timely access to services for Limited English Proficiency (LEP) clients in accordance with federal law.

- 11. Represent and provide qualified, professional interpreter or translator services (Work) for Buncombe County Health and Human Services in the manner described by HHS and communicated to the interpreter by HHS. Failure to follow these procedures may result in immediate termination of this agreement.
- 12. Represent the County in a professional manner sensitive to the County's commitment to excellent stakeholder and customer relations.
- 13. Represent accurately to families the stated position of HHS and utilize internal processes for resolution of any conflict related to that position.
- 14. Report immediately to the appropriate supervisor, management staff, or Contract Administrator, any issues related to staff.
- 15. Maintain all licensure or certification, accreditation, and training required to complete the terms of this agreement.
- 16. When required as part of assigned tasks performed as an interpreter or translator, will maintain all case related materials securely in compliance with confidentiality standards set forth in law, policy mandates and administrative code and turn all written/audio materials over to the County, agreeing not to maintain or disseminate any materials or summary (oral/written) of interpretation without County approval. Any form of electronic transmission including scanning or emailing a document that contains confidential client specific information must be sent via encrypted email in accordance with confidentiality policy and security requirements that safeguard such information. Any emails containing client names or confidential identifying information must have CONFIDENTIAL BY NCGS in the subject line and not include client names in the subject. (Due to Confidentiality Law in Statute in the State of North Carolina, the State Bureau of Investigation may investigate a breach of confidentiality.)
- 17. Abide by the National Interpreter Code of Ethics, the National Standards of Practice for Interpreters in Health Care, and the Culturally and Linguistically Appropriate Services Standards (CLAS) from the Office of Minority Health; The Plain Writing Act of 2010 that requires federal agencies to use plain writing for all public communication, especially those about benefits and services.

 $\underline{\text{http://www.ncihc.org/assets/media/ncihc}} 20 national \% 20 standards \% 20 of \% 20 practice.pd \underline{f}$

https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53

https://www.gpo.gov/fdsys/pkg/PLAW-111publ274/html/PLAW-111publ274.htm

https://plainlanguage.gov/law/

- 18. The Contractor also agrees to maintain a log of training, containing the Training Title, Date and Name of Training completed. This log must be made available to the Contract Administrator upon request.
- 19. If any links to training and information are not accessible, the Contractor must report this to the Contract Administrator or Monitor. HHS will notify the Contractor if there are changes in the links to agency information.
- 20. Render no services in any matter in which the interpreter is a potential witness, associate, friend, or relative of the client, unless a specific exception is allowed by a Program Manager, Division Head, or Member of Senior Leadership Team of the

County. If you should become aware of such a situation, please notify the Contract Administrator or Finance Department Supervisor. Neither shall the interpreter serve in any matter in which the interpreter has an interest, financial or otherwise, in the outcome. The relative may have attitudinal or emotional issues that could affect objectivity and impartiality and prevent accurate communication. For example, a family member might feel compelled to "protect" the client from painful news, or to withhold potentially embarrassing information. Using a family member may compromise the client's right to privacy and confidentiality.

- 21. Not be an employee of the County of Buncombe and at the same time act as an independent contractor for Buncombe County Health and Human Services Department of Social Services. Accepting employment with the County of Buncombe will result in the immediate termination of the agreement.
- 22. Not engage in nor have any interest, direct or indirect, in any business or transaction, nor incur any obligation which conflicts with the proper discharge of official duties in the court, or which impairs independence of judgment in the discharge of such duties.
- 23. Not derive personal profit or advantage from any confidential information acquired while acting in his/her professional capacity.
- 24. Not accept money or consideration of favors from anyone other than the County for the performance of an act they would be required or expected to perform in the regular course of assigned duties; nor shall the interpreter accept any gifts, gratuities, or favors of any kind which might be construed as an attempt to influence his/her actions.
- 25. Not discuss publicly, report or offer an opinion concerning a matter in which he/she has been engaged. Reports of this nature shall be reported to the Contract Administrator. If you wish to correspond in writing, correspondence can be sent to PO Box 7408, Asheville, NC 28802.
- 26. Immediately report to the County, any solicitations, or efforts by another to induce or encourage him/her to violate any law or standard of this contract or any other provision governing interpretation to Contract Administrator at the HHS. If you wish to correspond in writing, correspondence can be sent to PO Box 7408, Asheville, NC 28802.
- 27. Not provide interpretation services at any time at a federal agency on behalf of the County. Examples include but are not limited to the Social Security Administration, the Justice Department, or the Internal Revenue Service.
- 28. Not provide interpretation services at any time at a state agency on behalf of the County. An Example of a State Agency includes but is not limited to the Employment Security Commission.
- 29. Not act in an Advocacy capacity during the provision of interpreter services. Advocacy: The American Heritage Dictionary defines "advocacy" as "active support." In the social services interpreter setting, "advocacy" is an action taken by an interpreter intended to further the interests of, or rectify a problem encountered by a client in an interpreting session, usually the client or, traveling with the client to the County to access services for the client without the express consent of the County. The County will not compensate for these types of advocacy or any other type of advocacy unless a specific exception is allowed by a Program Manager, Division Head, or Member of Senior Leadership Team of the County or by an allowance in the fiscal section of this contract. The County is purchasing the service of interpretation and not advocacy.

If you believe your organization meets the above requirements, please consider responding to this RFP.

III. Selection Criteria

Selection will be based on the following criteria. These criteria are not necessarily listed in order of importance.

- Ability to perform the service
- Cost of the service
- Experience

V. General Information & Questions

All inquiries and questions concerning this RFP shall be directed in writing to the Procurement Manager, Ron Venturella at ron.venturella@buncombecounty.org.

VI. Instructions for submitting proposals

Proposals will be received until **Thursday, April 15, 2021, 2:00 pm.** All proposals may be submitted electronically via email and properly identified with the subject **RFP: Vaccination Sites Interpreters.**

Proposals may be emailed to:

ron.venturella@buncombecounty.org

The County's capacity for email attachments is 9mb. It is the responsibility of the applicant to assure that their proposal is received. Receipt of proposals can be verified by calling Mr. Venturella. Late proposals will not be accepted.

VII. Limitations

This Request for Proposal does not commit Buncombe County to award a contract. The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County.

VIII. Conflict of Interest

No employee, officer, or agent of the County or the selected Vendor shall participate in the selection or in the award of any contract resulting from this RFP if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any proposing firm: (1) the employee, or an officer or agent of the employee; (2) any member of the employee's immediate family; (3) the employee's business partner; or (4) an organization which employs, or is about to employ, any of the above. Such standards shall be designed to preclude personal or organization conflicts of interest, real or apparent, from impairing the fairness of any procurement process or the public's confidence in the integrity of the County and the Contractor. Such standards shall also prohibit said individuals from accepting gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or customers.

IX. Federal Terms and Conditions

The source of funds for this contract will be federal funds, and the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "AntiKickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

In addition to printed PO Terms & Conditions, FEMA contract provisions found in FEMA Contract Provisions Template at the link below apply to purchases, as does ability to terminate due to cause/ convenience.

https://www.fema.gov/sites/default/files/2020-07/fema_pdat_contract-provisions-template.pdf