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August 17, 2018

**HCJFS REQUEST FOR PROPOSAL
INTERPRETATION SERVICES
RFP SC01-18R**

ADDENDUM 1

Section 2.2.1-A of the RFP – Service Information, Question 14 currently reads:

Provide your minimum threshold for face-to-face interpreting services.

Change to read:

If applicable, please list minimum number of hours that you bill for an appointment on the Cost Sheet.

Section 2.2.1-B of the RFP – Licensure, Administration and Training currently reads:

Identify any actions against your organization through ODJFS, ODMHAS or any other licensing body over the past 2 years that included Corrective Action Plans, Temporary License or Revocation. For the past 10 years, provide outcome of any action that resulted in a revocation.

Change to read:

Identify any actions against your organization through any licensing body over the past 2 years that included Corrective Action Plans, Temporary License or Revocation. For the past 10 years, provide outcome of any action that resulted in a revocation.



Adult Services/421-LIFE • Cash Assistance • Child Care Services
Child Support Services • Children's Services/241-KIDS • Employment and Training
Food Stamps • Medicaid •

Section 2.3 of the RFP – Cost Sheet, Remove B only in its entirety.

Section 2.8-B of the RFP – Proposal Documents, Remove 3 only (Subcontracts) in its entirety.

Remove Section 2.8-B(6) of the RFP in its entirety and replace with the following:

Certificates of Insurance

The Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella / excess insurance. Further, Provider agrees to procure and maintain for the duration of this Contract Workers' Compensation Insurance. The cost of all insurance shall be borne by the Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A. M. Best rating of no less than A:VII. Waiver of Subrogation shall be maintained by Provider for all insurance policies applicable to this contract (excluding Professional Liability), as further defined in paragraph (F) (6) of this section and as required by ORC 2744.05. Provider shall purchase the following coverage and minimum limits:

A. Commercial General Liability insurance policy with coverage contained in Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

B. Automobile Liability



If the Contract contemplates the transportation of the users of Hamilton County services (such as, but not limited to HCJFS Consumers) and the Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employee's "POV" insurance and provide coverage above its employee's "POV" coverage. The Provider agrees the Business Auto Liability policy will be endorsed to provide this coverage.

Minimum Limits:

- \$1,000,000 combined single limit each accident;

Coverage:

- Additional insured endorsement
- Specific waiver of subrogation
- Contractual liability

- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.



The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

F. The Provider further agrees with the following provisions:

1. The certificate of insurance form will be sent to:

Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

With each respective party and its address listed in the Certificate Holder box.

- i. The endorsement form and the certificate of insurance shall state the following: "Board of County Commissioners of Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
2. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
3. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates effecting coverage required by this clause. All certificates are to be received by Hamilton County before the Contract



commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. The Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
5. If the Provider provides insurance coverage under a "claims-made" basis, the Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage.
The original retroactive date of coverage means original effective date of the first claims-made policy issued for a similar coverage while the Provider was under Contract with the County and HCJFS.
6. The Provider will require all insurance policies (excluding Professional Liability) in any way related to the work and secured and maintained by the Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. The Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
7. The Provider, the County and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program



administration, claim reporting and investigating, and audit procedures.

8. The Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, and their respective officials, employees, agents and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of the Provider's insurance and shall not contribute to it.
9. If any or all of the work or services contemplated by this Contract is subcontracted, the Provider will ensure that any and all subcontractors comply with all insurance requirements contained therein.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners of Hamilton County Ohio, and its officials, employees, agents, and volunteers and the Hamilton County Job & Family Services and its officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Contract including, without limitation, by Provider, its freelance contractor (s), Provider's or its freelance contractor 's (s') employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Provider. In the event Provider fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Provider shall pay all actual costs and expenses for such defense including, but not limited to, judgments,



awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

Questions asked before RFP Conference:

Q1. Can companies from outside of the United States (i.e. India or Canada) submit a proposal for this RFP?

A: Yes.

Q2. Do we need to come over there for meetings?

A: Yes. As the scope describes, the interpretation needs under the terms of this contract are for face-to-face services.

Q3. Can we perform the tasks (related to RFP) outside USA?

A: No.

Q4. Can we submit the proposals via email?

A: No. Please refer to Section 4.4 of the RFP for further details regarding proposal submission.

Q5. Who is the current Vendor for this service?

A: Affordable Language Services.

Q6. Regarding Section 1.2.4: For what reason is the definition of "Professionally Qualified" tied to conference and/or seminar interpreting, when the services being requested are primarily one-on-one interpreting?

A. This section can be revised.

Q7. Regarding Section 1.2.4: This bidder has developed a detailed and extensive Language Proficiency Assessment process to ensure that all interpreters are qualified interpreters. Is HCJFS willing to consider alternative ways of demonstrating interpreter qualification?

A. Possibly. Please include your alternative ways in your response.



- Q8.** Regarding Section 1.3(3): Are interpreters considered “behavioral health consultants” and in what way will HCJFS be “hiring” a bidder’s interpreter for a “consultation role”?
- A.** No. This is for face to face interpretation only, not a consultation role.
- Q9.** Regarding Section 2.2.1(A)(14): By “threshold,” are you describing the minimum usage per appointment (e.g., one hour minimum for each appointment)? If not, what do you mean by “threshold”?
- A.** Yes. Please refer to the first item on page one of this addendum.
- Q10.** Regarding Section 2.8(A)(2): This bidder is a single-owner S-Corporation and therefore does not prepare an “annual report.” Is this disqualifying?
- A.** No.
- Q11.** Regarding Section 3.5: This bidder has a general mailing list of more than 1500 contacts at various Ohio public entities to which we periodically send emails of a marketing nature, including such things as blog posts. Several Hamilton JFS staff members are included on this list. Would sending this type of general email campaign be considered an “unauthorized communication”?
- A.** No. Prohibited Contacts refers to any communication regarding RFP SC01-18R. General e-mails not referring to this RFP are allowed.
- Q12.** What vendor or vendors currently provide face-to-face interpreting services for HCJFS?
- A.** Refer to question 5 of this addendum.
- Q13.** Please provide any information you have available that would indicate the number of appointments and/or hours of face-to-face interpreting services actually requested by HCJFS for each language listed in Exhibit H. If this is not available, please provide copies of all invoices from your current vendor or vendors that provide face-to-face interpreting services for the prior Fiscal Year.
- A.** Monthly Face to Face interpretation billing from 1/18 through 7/18 averaged 51.5 hours. Language needs continue to vary greatly.
- Q14.** What is/was HCJFS’ total spent on face-to-face interpreting services for:
- a. Current Fiscal Year to date;
- b. Previous Fiscal Year.
- A.** 2018 State Fiscal Year = \$17,021.76



- Q15.** Regarding the Sample Contract, Paragraph 8: This bidder uses employee interpreters – not freelance independent contractors. Is this disqualifying?
- A.** No.
- Q16.** Regarding the Sample Contract, Paragraph 8: This bidder considers its list of employee interpreters to be confidential, proprietary and trade secret information. It would be willing to share limited information (e.g., first name/last initial and language) in list format, and additional details regarding specific interpreters as requested. Is this disqualifying?
- A.** No.
- Q17.** Regarding the Sample Contract: Will Sections 47 and/or 48 apply to the contract awarded as a result of this RFP?
- A.** #47 and #48 of the sample contract will not apply.
- Q18.** Regarding Attachment C: Are the prices indicated in this Attachment indicative of the current prices HCJFS is paying for the stated services? Could you make this Attachment available in its native Excel format so that it can be viewed as a whole versus the unusual pagination resulting from printing it?
- A.** This was an error. The prices should not have been included in Attachment C. Revised Attachment C is attached as part of Addendum 1.
- Q19.** No bidder can reasonably offer 100% fulfillment of all requested face-to-face interpreting appointments for all languages. The regional standard is 90%. What fulfillment expectations does HCJFS have for high diffusion languages (e.g., Spanish, Arabic, Russian, Nepali, Somali) and low diffusion languages (all others)?
- A.** We're always striving for 100% fulfillment. To that end, please describe your expectations/abilities within your bid.



- Q20.** Regarding Attachment D, Provider Certification: The Provider Certification process appears to be an involved, lengthy process that would incur substantial administrative cost for the vendor. As such, whether HCJFS intends to put the vendor through this process would affect pricing that can be offered. Is it HCJFS' intent to use the Provider Certification process with the chosen vendor? If it is undecided, what factors would lead toward a decision to use this process?
- A.** The Certification Process has not historically been completed with interpretation service contracts, however, HCJFS reserves the right to complete this or any evaluation of Provider's performance throughout the course of the contract term or within a year of contract termination. This process typically involves a review of internal business practices and takes less than one day to complete.
- Q21.** Regarding Attachment H, Language List: From what source(s) was this language list developed? It does not align with American Community Survey data regarding limited English Proficient individuals in the Hamilton County region (example: there are zero Navajo speakers in Hamilton County, according to ACS data) and does not seem to align with the reality of the Limited English Proficient populations in Hamilton County.
- A.** The attached Language List should only be considered a basic guide.
- Q22.** Does HCJFS have any medical testing/screening requirements for face-to-face interpreters, such as: flu shot, TB Testing, Measles/Mumps/Rubella vaccinations or evidence of immunity through titers, Varicella vaccinations or evidence of immunity through titers or history of chickenpox, etc.?
- A.** No.
- Q23.** What pain points or difficulties have you experienced, if any, with requesting and/or receiving face-to-face interpreting services?
- A.** N/A.



FACE TO FACE INTERPETATION COST SHEET

Languages	Non-Emergency Monday - Friday 7:30 a.m. - 4:30 p.m. Per Hour	Non-Emergency Monday - Friday 4:31 p.m. - 7:29 a.m. Per Hour	Non-Emergency Weekends & Holidays Per Hour	Emergency Weekends & Holidays Per Hour	List Other Cost (including any minimum hour requirement)
AKAN					
ALBANIAN					
AMHARIC					
ARABIC					
ARMENIAN					
ASSYRIAN					
BAMBARA					
BASQUE					
BOSNIAN					
BURMESE					
BULGARIAN					
CANTONESE					
CATALAN					
CHICHEWA					
CREOLE					
CROATIAN					
CZECH					
DANISH					
DARI					
DUTCH					
ESTONIAN					
EWE					
FANTA					
FARSI					
FIJIAN					
FINNISH					
FLEMISH					
FRENCH					
FUKIENESE					
FULANI					
GAELIC					
GERMAN					
GREEK					
GUJARATI					
HAITIAN CREOLE					
HEBREW					
HINDI					
HMONG					
HUNGARIAN					
IGBO					
ICELANDIC					
ILOCANO					
INDONESIAN					
ITALIAN					
JAPANESE					
KHMER					
KOREAN					
KURDISH					
KURUNDI					
LAO					
LAOTIAN					
LATVIAN					
LITHUANIAN					
MACEDONIAN					

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Languages	Non-Emergency Monday - Friday 7:30 a.m. - 4:30 p.m. Per Hour	Non-Emergency Monday - Friday 4:31 p.m. - 7:29 a.m. Per Hour	Non-Emergency Weekends & Holidays Per Hour	Emergency Weekends & Holidays Per Hour	List Other Cost (including any minimum hour requirement)
MALAYALAM					
MANDARIN					
MANDINGO					
MIEN					
MON					
MONGOLIAN					
NAVAJO					
NEPALI					
NORWEGIAN					
OROMIFFA					
PASHTO					
POLISH					
PORTUGESE					
PORTUGESE CREOLE					
PULAR					
PUNJABI					
ROMANIAN					
RUSSIAN					
SANGO					
SAMOAN					
SERBIAN					
SERBO CROATION					
SHANGHAI					
SINHALESE					
SLOVAK					
SLOVENIAN					
SOMALI					
SONEIKE					
SPANISH					
SWAHILI					
SWEDISH					
TAGALOG					
TAIWANESE					
TAISHANESE					
TAMIL					
THAI					
TIGRINYA					
TONGAN					
TURKISH					
TWI					
UDO					
UKANIAN					
URDU					
VIETNAMESE					
WOLOF					
YIDDISH					
YORUBA					
YUGOSLAVIAN					
ZULU					
OTHER LANGUAGES					