**Attachment A**

**Language Interpretation and Translation Services Scope of Work**

**Draft for Comment**

Purpose of the RFP

The purpose of this RFP is to select a Respondent that can satisfy the State’s need for language translation services. It is the intent of the State to contract with a Respondent(s) that provide(s) quality language translation services for All State Agencies at a competitive price.

## 

## Overview

The State is seeking to select one or more Contractor(s) to provide Language Interpretation and Translation services. The Contractor(s) shall be responsible for a full range of in-person, on-line, and telephonic interpretation services, as well as written translation services. Respondents are expected to bid on at least one the following service categories:

* In-Person Interpretation and Translation
* Telephonic Interpretation and Translation
* Written Interpretation and Translation
* Virtual Interpretation and Translation

It is the intent of IDOA that multiple contractors will be selected to provide services for each service category. Respondents are encouraged to bid on all service categories, however, proposals focusing on specific service categories will still be given full consideration.

The Contractor(s) shall make these services available to all State agencies in Indiana for the purposes including but not limited to:

* Audio description and captioning
* Educational programs and exhibits
* Meetings
* Case management
* Day-to-day encounters at local agency offices
  + Local agency offices refer to city, town, and county operated locations that provide direct public services, such as those related to social services, health care, housing assistance, and employment support. Contractor(s) shall support interpretation needs during client intake, application processing, interviews, and any other face-to-face or telephonic interactions between staff and individuals seeking services
* Conferences and/or trainings

The Contractor(s) shall provide interpreters and translators with subject matter expertise in certain areas, including but not limited to:

* Health and Human Services
* Emergency services
* Social services
* Insurance
* Financial services
* General customer service
* Agriculture
* Automotive
* Employment
* Medicaid
* Medicare
* Legal
* Manufacturing
* Education
* Business
* Government
* Court Hearings

If the State has needs for interpretive services outside of the subject areas listed above, the Contractor(s) shall locate qualified interpreters who are knowledgeable in the desired subject.

The Contractor(s) shall be responsible for interpreting and translating the following core languages:

Core Languages

|  |  |
| --- | --- |
| **Language** | **% Distribution of Historical Spend** |
| Spanish | 48.7% |
| Haitian Creole | 30.4% |
| Burmese | 7.5% |
| Hakha-Chin | 2.2% |
| Arabic | 1.6% |
| French | 1.3% |
| Swahili | 1.2% |
| Kinyarwanda | 0.8% |
| Tigrinya | 0.7% |
| Russian | 0.6% |

The Contractor(s) shall be responsible for interpreting and translating various dialects of additional (non-core) languages as well. The Contractor(s) shall provide a list of non-core languages that it can provide interpretation and/or translation services when responding to this RFP. Throughout the duration of the contract, the Contractor(s) shall make its best effort to accommodate the State's need for interpreters in any language.

The table below is a high-level purchasing profile. These figures are not to be construed as an amount to be offered under this solicitation, but rather as an estimate for an anticipated volume of translation services.

|  |  |
| --- | --- |
| **Year** | **Total Spend** |
| 2022 | $1,856,018.01 |
| 2023 | $2,897,117.74 |

# 1. In-Person Language Interpretation Services

The Contractor(s) shall provide sufficient face-to-face interpretation services for all core languages and non-core languages it claims itself as capable of providing in their response to this RFP. The Contractor(s) shall offer both simultaneous and consecutive interpretation services, and the interpretation method for each assignment shall be determined at the discretion of the State. Standard hours of service shall be 8:00 AM - 6:00 PM Monday to Friday. When needed, the Contractor(s) shall provide after-hours or emergency interpretation services twenty-hour (24) hours per day and seven (7) days per week. After-hours shall be defined as:

* Weekends (beginning after 6:00 PM Friday until 8:00 AM Monday)
* Between 6:00 PM and 8:00 AM on weekdays

If the Contractor(s) is unable to provide face-to-face interpretation services, the Contractor(s) shall instead provide Virtual Interpretation Services, both during normal business hours and after business hours, in emergency and non-emergency situations. For more information on Virtual Interpretation Services , please see Section 1.4. The Contractor(s) shall not charge any set up or retainer fee in providing Virtual Interpretation Services. If a scheduled appointment extends beyond the scheduled end-time, the interpreter shall remain on the assignment until the conclusion of the appointment. Virtual services shall be provided in place of in-person services under the following allowable circumstances:

* Interpreter Availability:If a qualified in-person interpreter for the requested language is not available within a reasonable timeframe, the Contractor(s) may provide virtual services to avoid delaying services
* Health and Safety Concerns:In situations where face-to-face interaction poses health or safety risks to the interpreter, the (Limited English Proficiency) LEP individual, or other participants (e.g., during public health emergencies), virtual services may be provided instead
* Urgent or Immediate Requests: For urgent interpretation requests where immediate service is required, and no in-person interpreter can arrive in the required timeframe, the Contractor(s) may use virtual services to ensure timely communication
* State Request: If the State requests virtual interpretation services in place of in-person services for any reason, the Contractor(s)shall accommodate this request

If the State needs to communicate with an LEP individual prior to the appointment, the Contractor(s) shall provide interpreters to schedule (either in-person or over the phone) in-person interpretation appointments. The Contractor may use I Speak (see <https://www.in.gov/courts/admin/access-justice/language-access/guides/> for more information) to assist in this process.

## 1.1 Certifications, Qualifications, and Testing

The Contractor(s) shall ensure that all interpreters provided for in-person interpretation services shall be pre-qualified, tested and trained for industry standard terminology. All interpreters shall hold previous interpretation experience, a college degree, and/or experience in one or more contractor-serviced industries. All interpreters must hold any required certifications or licensing as required by the State of Indiana. The Contractor(s)’ interpreters must attend training sessions as required by the State.

The State prefers that all interpreters be subject to background checks prior to providing in-person services to the State, at the Contractor(s)’ expense. However, the State requires that the Contractor(s) only utilize interpreters who have been subject to fingerprint-based background checks when services requested by the State will – or likely will – involve direct contact with minors or vulnerable populations (e.g., assignments on behalf of the Department of Child Services or the Department of Corrections). The State requires that any interpreters providing services at any State hospitals must have documented proof, updated annually, that he or she is free of tuberculosis. Acceptable forms of proof are a negative Mantoux test, a clear chest X-ray and a written statement from a physician. Such forms of proof shall be provided to the State hospital(s) upon request. The State shall not be responsible for the costs of such tests.

The Contractor(s)’ interpreters shall act in a professional manner. This includes:

* Arriving at appointments at least 10 minutes before the scheduled appointment time
* Dressing in professional attire and clearly displaying their name badge
* Never leaving appointments early
* Never attempting to schedule appointments directly with the customer/client
* Never providing their opinions, analysis, or advice to the LEP individuals

The Contractor(s) must ensure that interpreters who shall be present at court hearings can affirm that they:

* Have training and/or credentials as interpreters
* Are court-qualified interpreters
* Has provided interpretation services for a court hearing (over the phone or in-person) and feels comfortable with their background and experience to provide services for a court hearing

## 1.2 Availability and Service Guarantees

The Contractor(s) guarantees its ability to provide in-person interpreters for all specifically agreed-upon languages in any situation, without requiring a minimum notice period. The Contractor(s) shall also support scheduling appointments in advance, based on timeframes determined at the State’s discretion.

At a minimum, the Contractor(s) shall agree to meet the following performance metrics and report, on a quarterly basis, its compliance with said metrics:

* The LEP’s language must be identified by the Contractor(s) within three (3) minutes for at least ninety-five (95) percent of all requested services
* An interpreter must be available for at least ninety-eight (98) percent of services
* An interpreter must arrive ten (10) minutes before their scheduled time for at least ninety-eight (98) percent of all requested services
* The Contractor(s) shall provide a replacement interpreter within one (1) hour of an interpreter’s cancellation. The Contractor(s) shall not cancel any interpretation appointments outside of working hours (8:00 am - 4:30 pm ET)
* The Contractor(s) shall achieve a score of ninety (90) percent or better on all agency survey results
* At least 72 hours prior to an assignment, for one-hundred (100) percent of services, the Contractor(s) shall confirm appointment information including but not limited to:
  + The requested service
  + The provider name(s)
  + Mileage requirements/fees (if applicable)
  + Whether non-IIC interpreters will be used (if applicable)

If a State agency is not satisfied with an interpreter’s service, or if the interpreter does not attend a confirmed assignment, the Contractor(s) shall credit the applicable State agency account for the appointment upon notifications to the Contractor(s)’ account manager or customer service team. The State reserves the right to decline services from any interpreter that the State considers to provide inadequate interpretation. In such instances, the Contractor(s) shall be responsible for providing another interpreter. Additionally, if the Contractor(s) is unable to provide services within the State’s required period of time, the Contractor(s) understands and agrees that the State may request services through another interpretation provider.

The Contractor(s) is advised that cancellation fees are not permitted, in accordance with Indiana State Code IC 5-7-2-4.

Any subcontractor(s), including independent interpreters, may be dismissed from the contract at the discretion of the State of Indiana at any time.

# 2. Telephonic Language Interpretation Services

The Contractor(s) shall provide sufficient telephonic interpretation services for all core languages and non-core languages it claims itself as capable of providing in their response to this RFP. Standard hours of service shall be 8:00 AM - 6:00 PM Monday to Friday. When needed, the Contractor(s) shall provide after-hours or emergency interpretation services twenty-four (24) hours per day and seven (7) days per week. After-hours shall be defined as:

* Weekends (beginning after 6:00 PM Friday until 8:00 AM Monday)
* Between 6:00 PM and 8:00 AM on weekdays

If the State needs to communicate with a limited English proficient (LEP) individual prior to the appointment, the Contractor(s) shall provide interpreters to schedule (either in-person or over the phone) in-person interpretation appointments. The Contractor(s) may use I Speak (see <https://www.in.gov/courts/admin/access-justice/language-access/guides/> for more information) to assist in this process.

If the State finds it necessary to include an additional person to call beyond the State, the LEP individual, and the interpreter, the Contractor(s) shall make a fourth separate phone line or connection point on a telephonic conference call available from the point the Interpreter joins the call at no additional cost to the State and for no minimum or maximum time allotment. This fourth phone line or connection point on a telephonic conference call shall be made available for long distance and international calls as well at no additional cost to the State and for no minimum or maximum time allotment.

## 2.1 Certifications, Qualifications, and Testing

The Contractor(s) shall ensure that all interpreters provided for telephonic interpretation services shall be pre-qualified, tested and trained for industry standard terminology. All interpreters shall hold previous interpretation experience, a college degree, and/or experience in one or more contractor-serviced industries. All interpreters must hold any required certifications or licensing as required by the State of Indiana. The Contractor(s) interpreters must attend training sessions as required by the State.

The State may require interpreters to be subject to background checks prior to providing services, at the Contractor(s) expense. However, the State requires that the Contractor(s) only utilize interpreters who have been subject to fingerprint-based background checks when services requested by the State will – or likely will – involve direct contact with minors or vulnerable populations (e.g., assignments on behalf of the Department of Child Services).

The Contractor(s) must ensure that interpreters who will be present at court hearings can affirm that they:

* Have training and/or credentials as interpreters
* Are court-qualified interpreters
* Has provided interpretation services for a court hearing (over the phone or in-person) and feels comfortable with their background and experience to provide services for a court hearing

## 2.2 Availability and Service Guarantees

The Contractor(s) guarantees its abilities to provide telephonic interpreters for all languages

specifically agreed upon, in all situations, with no minimum amount of prior notice. The Contractor(s) shall also support scheduling appointments in advance, at timeframes at the discretion of the State.

The Contractor(s) must ensure that if a phone call disconnects, the customer shall be able to reconnect with the same interpreter. If the call drops abruptly during an interpretation session, then the interpreter shall reconnect with their session as soon as possible. If the interpreter is unable to rejoin the session, this shall be immediately communicated to the client as well as the reason why.

At a minimum, the Contractor(s) shall agree to meet the following performance metrics and report, on a quarterly basis, its compliance with said metrics:

* The LEP’s language shall be identified by the Contractor(s) within three (3) minutes for at least 95 percent of all requested services
* Services shall begin within a maximum of thirty (30) seconds of the Contractor(s) identifying the language of the LEP for ninety (90) percent of calls requiring core language interpreters
* Services shall begin within a maximum of sixty (60) seconds of the Contractor(s) identifying the language of the LEP for ninety (90) percent of calls requiring non-core language interpreters
* The Contractor(s) shall have a qualified interpreter available for at least ninety-nine (99) percent of all service calls
* The Contractor(s) shall achieve a score of ninety (90) percent or better on all agency survey results
* At least 72 hours prior to an assignment, for one-hundred (100) percent of services, the Contractor(s) shall confirm appointment information including but not limited to:
  + The requested service
  + The provider name(s)
  + Whether non-IIC interpreters will be used (if applicable)

If a State agency is not satisfied with an interpreter’s service, the Contractor(s) shall credit the applicable State agency account for the appointment upon notification to the Contractor(s) account manager or customer service team. The Contractor(s) shall track these credits and share their tracking system with the State. The State reserves the right to decline services from any interpreter that the State considers to provide inadequate interpretation. In such instances, the Contractor(s) shall be responsible for providing another interpreter. Additionally, if the Contractor(s) is unable to provide services within the State’s required period of time, the Contractor(s) understands and agrees that the State may request services through another interpretation provider.

The Contractor(s) is advised that cancellation fees are not permitted, in accordance with Indiana State Code IC 5-7-2-4.

Any subcontractor(s), including independent interpreters, may be dismissed from the contract at the discretion of the State of Indiana at any time.

# 3. Written Language Translation Services

The Contractor(s) shall provide sufficient written language translation services for all core languages and non-core languages it claims itself as capable of providing in their response to this RFP.

For documents that require 2,000 or less words of translation, written document translation shall be completed within one (1) week from the day the service is requested. For documents that require 2,000 or more words of translation, written document translation shall be completed within one (1) week plus one (1) additional day for each 2,000 words (or portion thereof) from the day the service is requested.

In addition to standard translation requests, the Contractor(s) shall fulfill expedited services requests. Expedited written translations shall be completed within one standard 24-hour day from the day the service is requested for up to 2,000 words of target language translation. One additional day shall be permitted for each additional 2,000 words (or portion thereof) from the day the service is requested.

The Contractor(s) shall format the translated document in accordance with the State’s preferences. Formatting includes but is not limited to file type (e.g., Microsoft Word, PDF) specific paper size, font size, font type, margin, and line spacing. Translated documentation shall be proofed and edited (if necessary) before submitted to the State.

## 3.1 Certifications, Qualifications, and Testing

The Contractor(s) shall ensure that all translators provided for written translations services shall be pre-qualified, tested and trained for industry standard terminology. All translators shall hold previous translation experience, a college degree, and/or experience in one or more contractor-serviced industries. All translators must hold any required certifications or licensing as required by the State of Indiana. The Contractor(s) translators must attend training sessions as required by the State. Translators shall emphasize using plain language (that is clear, concise, appropriate, and easy to understand) on assignments to the extent possible, instead of translating documents verbatim.

The State may require translators to be subject to background checks prior to providing services, at the Contractor(s) expense.

The Contractor(s) must ensure that translators handling written documents for court-related services can affirm that they:

* Have training and/or credentials as translators
* Are court-qualified translators
* Has provided translation services for a court hearing (over the phone or in-person) and feels comfortable with their background and experience to provide services for a court hearing

## 3.2 Availability and Service Guarantees

The Contractor(s) guarantees its abilities to provide written translations for all languages specifically agreed upon, in all situations, with no minimum amount of prior notice.

At a minimum, the Contractor(s) shall agree to meet the following performance metrics and report, on a quarterly basis, its compliance with said metrics:

* Turnaround ninety-eight (98) percent of documents that require standard turnaround services within the required timeframe
* Turnaround ninety-eight (98) percent of documents that require expedited turnaround services within the required timeframe
* The Contractor(s) shall have a qualified translator available and able to translate the document for at least ninety-nine (99) percent of all assignments
* The Contractor(s) shall achieve an accuracy score of ninety (90) percent or better on all translated documents
* When the request is received, for one-hundred (100) percent of services, the Contractor(s) shall confirm request information including but not limited to:
  + The requested service
  + The provider name(s)

If a State agency is not satisfied with a translator’s service, the Contractor(s) shall credit the applicable State agency account for the assignment upon notifications to the Contractor(s) account manager or customer service team. The State reserves the right to decline services from any translator that the State considers to provide inadequate translation. In such instances, the Contractor(s) shall be responsible for providing another translator. Additionally, if the Contractor(s) is unable to provide services within the State’s required period of time, the Contractor(s) understands and agrees that the State may request services through another translation provider.

The Contractor(s) is advised that cancellation fees are not permitted, in accordance with Indiana State Code IC 5-7-2-4.

Any subcontractor(s), including independent translators, may be dismissed from the contract at the discretion of the State of Indiana at any time.

# 4. Virtual Language Translation Services

The Contractor(s) shall provide sufficient virtual interpretation services (via video conferencing platforms) for all core languages and non-core languages it claims to be capable of providing in its response to this RFP. The Contractor(s) shall offer both simultaneous and consecutive interpretation services, and the interpretation method for each assignment shall be determined at the discretion of the State. Standard hours of service shall be from 8:00 AM to 6:00 PM, Monday to Friday. When necessary, the Contractor(s) shall provide after-hours or emergency virtual interpretation services twenty-four (24) hours per day, seven (7) days per week. After-hours shall be defined as:

* Weekends (beginning after 6:00 PM Friday until 8:00 AM Monday)
* Between 6:00 PM and 8:00 AM on weekdays

If the State needs to communicate with a Limited English Proficient (LEP) individual prior to a virtual interpretation appointment, the Contractor(s) shall provide interpreters to assist in scheduling (either via video conferencing or telephonically) any necessary interpretation services. The Contractor(s) may use "I Speak" (see<https://www.in.gov/courts/admin/access-justice/language-access/guides/> for more information) to assist in this process.

When additional participants are needed during virtual interpretation sessions (such as a third-party or another agency representative), the Contractor(s) shall provide the necessary technical capability (e.g., multi-party video conferencing) to support the session, including access for long-distance or international participants, at no additional cost to the State and for no minimum or maximum time allotment.

In emergency situations, the Contractor(s) shall provide on-demand virtual interpretation services to the Department of Homeland Security or other State agencies, including the interpretation of emergency warnings into alternate languages. These services must be available 24/7.

## 4.1 Certifications, Qualifications, and Testing

The Contractor(s) shall ensure that all interpreters provided for virtual interpretation services are pre-qualified, tested, and trained for industry-standard terminology. All interpreters must have prior interpretation experience, a relevant degree, or experience in one or more industries serviced by the Contractor(s). Interpreters must also hold any required certifications or licenses as specified by the State of Indiana.

The Contractor(s) shall ensure that interpreters undergo State-required training sessions. Additionally, for services provided to minors or vulnerable populations (e.g., assignments on behalf of the Department of Child Services), interpreters must have passed fingerprint-based background checks prior to service delivery.

For virtual court hearings, interpreters must affirm that they:

* Have received relevant training or credentials as interpreters
* Are court-qualified and comfortable providing interpretation services for hearings

## 4.2 Availability and Service Guarantees

The Contractor(s) shall guarantee its ability to provide virtual interpreters for all languages agreed upon, with no minimum amount of prior notice required. The Contractor(s) shall also support scheduling appointments in advance, at timeframes at the discretion of the State.

If there is a technical issue or disconnection during a session, the customer shall be able to reconnect with the same interpreter.

At a minimum, the Contractor(s) shall agree to meet the following performance metrics and report on its compliance on a quarterly basis:

* The LEP’s language shall be identified by the Contractor(s) within three (3) minutes for at least 95% of all requested services
* Services shall begin within a maximum of thirty (30) seconds of identifying the LEP’s language for 90% of sessions requiring core language interpreters
* Services shall begin within a maximum of sixty (60) seconds of identifying the LEP’s language for 90% of sessions requiring non-core language interpreters
* The Contractor(s) shall have a qualified interpreter available for at least 99% of all virtual interpretation requests
* The Contractor(s) shall achieve a score of 90% or better on agency survey results

For 100% of scheduled services, the Contractor(s) shall confirm appointment details at least 72 hours prior to the assignment, including:

* The requested service
* Provider name(s)
* Whether non-IIC interpreters will be used (if applicable)

If a State agency is dissatisfied with the interpreter’s service, the Contractor(s) shall credit the State agency’s account upon notification to the Contractor(s) account manager or customer service team. The State reserves the right to decline services from any interpreter deemed unsatisfactory and may request an alternative interpreter.

The Contractor(s) is advised that cancellation fees are not permitted, in accordance with Indiana State Code IC 5-7-2-4.

Any subcontractor(s) or independent interpreters may be dismissed from the contract at the State’s discretion at any time.

# 5. Logistical Requirements and Expectations

## 5.1 Customer Support

The Contractor(s) shall provide the State a toll-free number to obtain interpretation services. The Contractor(s) shall provide the State with modern online scheduling and customer service tools that are capable of managing real-time appointment scheduling, modifications, and customer inquiries. These tools must include features for tracking appointment history, sending notifications, handling service requests, and enabling users to access and receive support efficiently. Additionally, the Contractor(s) shall make itself capable of receiving documents for translation via electronic delivery methods (such as Email), the U.S. Postal Service, and courier delivery. The Contractor(s) shall provide confirmation that an interpreter, or translator, has been assigned to the appointment after receiving the request at least 72 hours prior to an assignment, and provide the interpreter or translator’s name and contact information to the member of the State who made the request. The Contractor(s) shall provide electronic tools, at no cost to the State, to help State personnel determine the needed language for a requested interpretation. In the event that the State cannot determine the language used by an LEP individual, the Contractor(s) shall be responsible for identifying the language. The Contractor(s) may use I Speak (see <https://www.in.gov/courts/admin/access-justice/language-access/guides/> for more information) to assist in this process. The Contractor(s) shall provide, upon reasonable request, service introduction and interpreter/translator awareness training sessions to State designated representatives.

The Contractor(s) shall provide customer support, technical support, and dispute resolution programs as follows:

* A toll-free technical support help desk manned by live representatives between 8:00 AM and 6:00 PM
* Complaint response within twenty-four (24) hours of each reported incident
* Complaint resolution within seventy-two (72) hours of response time
* Training and reference material reorder programs

The Contractor(s) shall provide at least one alternate name and phone number to escalate service issues if the dedicated account manager is unable to provide resolution. The Contractor(s) must develop a process for addressing and reporting grievances within 30 days of signing the contract.

## 5.2 Billing

For reporting and invoicing purposes, the Contractor(s) shall provide a unique customer number (identifying the agency being serviced) to the State and unique client ID numbers (identifying the individual(s) at the agency being serviced) that may include categorization by agency, department, cost center, and/or project.

The Contractor(s) shall electronically provide monthly invoices detailing individual services and overall monthly utilization to state agencies requesting the service. The invoice must include, at a minimum, the following data:

* Individual services: Unique customer number (identifying the agency being serviced), unique client ID numbers (identifying the individual(s) at the agency being serviced), department name, interpreter number, language used, reason for interpretation, date, time, location, billable time, billing rate, mileage, no-show (if applicable), and total charges
* Monthly utilization: Names of languages used, number of interpretation sessions, total amount billed, average session length, no-shows

The Contractor(s) must accommodate reasonable requests by agencies to include additional information in invoices. Invoice information shall help the State link services to individuals without including Personal Identifiable Information (PII).

If an interpreter or a translator is required to appear in court to testify as a witness and the State agency serviced has provided prior approval, the Contractor(s) may only invoice for the amount of time the interpreter or translator was required to appear.

The State shall not pay for employee benefits or down-time.

The Contractor(s) shall accept the State’s Purchasing Card as an optional form of payment. The Contractor(s) shall assume any credit card-user handling fees associated with the acceptance of the State’s Purchasing Card.

### 5.2.1 Billing for In-Person Interpretation Services

When billing for in-person interpretation services, the Contractor(s) shall invoice only for the following:

* Beginning at the scheduled appointment time or when the interpreter arrives, whichever is later, to the conclusion of service. After the first hour, billable time shall be rounded up to the nearest 15 minutes
* For the scheduled session time, including when the appointment is delayed due to the State facility or the LEP individual. If the interpreter has waited for 45 minutes for the session to begin, the interpreter shall seek to reschedule the appointment prior to the beginning of the second billable hour
* If the State fails to cancel interpretation services twenty-four (24) hours prior to its scheduled time, excluding unforeseen closures of State offices (i.e. weather-related closures). In order to invoice, the interpreter must remain available to the State during the time period and accept any other appropriate assignments. For cancellations, the Contractor(s) can invoice for mileage only if the interpreter has started traveling
* For No-Shows, if the interpreter stays at the scheduled assignment for 45 minutes and remains available for reassignments during the time period
* If an interpreter is required to appear in court to testify as a witness and the State agency serviced has provided prior approval, the Contractor(s) may only invoice for the amount of time the interpreter was required to appear in court
* The Contractor(s) shall be reimbursed by the State for mileage to the appointment destination from the home or office and the return to the home or office when the round-trip distance is greater than fifty (50) miles
  + The Contractor(s) mileage shall be reimbursed at the current rate paid by the State and in accordance with State Travel Policies and Procedures (see Travel Management Office website: <http://www.in.gov/idoa/2459.htm>)
  + All travel must be approved per the requesting agency in advance of services being rendered
  + The Contractor(s) shall prioritize interpreter proximity to keep mileage fees as low as possible. This shall outweigh consumer preferences and requests as well as interpreter history with the site or end consumer, unless these factors demonstrably impact the quality of services rendered for the appointment in question

The interpreter and the State or designated on-site employee shall complete a timesheet

attesting to the precise length of the provided service, to the minute, or any cancellation for which an interpreter arrives at an appointment site before learning of that appointment’s cancellation. The template of the timesheet shall be created by the Contractor(s) and approved by the State. Timesheets must be completed entirely in ink, as prominently stated in the directions on the sheet. Interpreters shall note their starting city and state to verify billable travel. The interpreter and the State or designated on-site employee shall sign and date the completed timesheet, and the interpreter shall provide the State or designated on-site employee a copy prior to the interpreter’s departure.

### 5.2.2 Billing for Telephonic Interpretation Services

The Contractor(s) shall track billable time through its telecommunications platform and only

invoice for the time the telephonic interpretation services are provided, per minute and without minimums. Time required to determine the language needed by the LEP individuals and/or connection time shall not be billable. Billing of the interpretation period begins when the interpreter answers and begins interpreting.

### 5.2.3 Billing for Written Language Translation Services

The Contractor(s) must bill only based on the word count of the file. The word count can include but is not limited to: body text, titles, headers, footers, text in graphics (e.g., text in tables or charts), and comments.

### 5.2.4 Billing for Virtual Language Translation Services

The Contractor(s) shall track billable time through its video interpretation platform and only

invoice for the time the video interpretation services are provided, per minute and without minimums. Time required to determine the language needed by the LEP individuals and/or connection time shall not be billable. Billing of the interpretation period begins when the interpreter answers and begins interpreting.

## 5.3 Confidentiality, Accountability, and Disclosure of Conflict

As soon as an interpreter or a translator is aware of an assignment where they may have a conflict of interest, they must immediately remove themselves from the assignment. The Contractor(s) must replace the interpreter or translator with another qualified interpreter or translator as soon as possible.

The Contractor(s) must maintain compliance with proper accessibility and non-discrimination rules as per the Americans with Disabilities Act and the Civil Rights Act of 1964.

The Contractor(s) shall have in place an Emergency Business Continuity and Disaster Recovery Plan and shall maintain services in the event of an emergency or disaster. These plans shall be in place by the contract start date.

The Contractor(s) shall implement a quality assurance program to ensure interpreters and translators provide satisfactory service and meet requirements.

### 5.3.1 Confidentiality & Accountability for In-Person Interpretation Services

The Contractor(s) interpreters shall accurately interpret the LEP individual’s statements and relay the message in its entirety. Information may not be edited or deleted.

All conversations or interpretations between the interpreter, the customer, and the client shall remain confidential. State agencies, including but not limited to the Department of Child Services and the Department of Corrections, may require interpreters to sign confidentiality agreements. Interpreters provided by the Contractor(s) must be willing to sign such an agreement. The Contractor(s) shall discontinue using, for services provided through this contract, any interpreter who has been found, or reasonably suspected by the State, to have violated these confidentiality requirements, notwithstanding any other industry or legal actions that may be taken.

### 5.3.2 Confidentiality & Accountability for Telephonic Interpretation Services

The Contractor(s) interpreters shall accurately interpret the LEP individual’s statements and relay the message in its entirety. Information may not be edited or deleted. Interpreters are never to provide their opinions, analysis or advice to the LEP individuals and are strictly limited to relaying the statements made by the two parties, as presented.

All conversations or interpretations between the interpreter, the customer, and the client shall remain confidential. State agencies, including but not limited to the Department of Child Services, may require interpreters to sign confidentiality agreements. Interpreters provided by the Contractor(s) must be willing to sign such an agreement. The Contractor(s) shall discontinue using, for services provided through this contract, any interpreter who has been found, or reasonably suspected by the State, to have violated these confidentiality requirements, notwithstanding any other industry or legal actions that may be taken.

### 5.3.3 Confidentiality & Accountability for Written Translation Services

The Contractor(s) shall relay the document and its message in its entirety. Information may not be edited or deleted. Translators are never to provide their opinions, analysis or advice anywhere in the document and are strictly limited to translating the contents of the document.

All documents received by translators that are not intended for immediate public consumption shall remain confidential. State agencies, including but not limited to the Department of Child Services, may require translators to sign confidentiality agreements. Translators provided by the Contractor(s) must be willing to sign such an agreement. The Contractor(s) shall discontinue using, for services provided through this contract, any translator who has been found, or reasonably suspected by the State, to have violated these confidentiality requirements, notwithstanding any other industry or legal actions that may be taken.

### 5.3.4 Confidentiality & Accountability for Virtual Translation Services

The Contractor(s) interpreters shall accurately interpret the LEP individual’s statements and relay the message in its entirety. Information may not be edited or deleted. Interpreters are never to provide their opinions, analysis or advice to the LEP individuals and are strictly limited to relaying the statements made by the two parties, as presented.

All conversations or interpretations between the interpreter, the customer, and the client shall remain confidential. State agencies, including but not limited to the Department of Child Services, may require interpreters to sign confidentiality agreements. Interpreters provided by the Contractor(s) must be willing to sign such an agreement. The Contractor(s) shall discontinue using, for services provided through this contract, any interpreter who has been found, or reasonably suspected by the State, to have violated these confidentiality requirements, notwithstanding any other industry or legal actions that may be taken.

## 5.4 Account Management and Reporting

The Contractor(s) shall assign one account manager dedicated to the State of Indiana’s contract. The Contractor(s) dedicated account manager shall respond to service issues within twenty-four (24) hours upon State notification and provide resolution within seventy-two (72) hours. The Contractor(s) shall provide at least one alternate name and phone number to escalate service issues if the dedicated account manager is unable to provide resolution.

The Contractor(s) shall establish and provide an online survey, or other survey tool approved by the State, and send it to agencies utilizing the Contractor(s) service. In addition, the Contractor(s) shall establish and provide an online account management solution.

The Contractor(s) shall provide an example reporting template in response to this solicitation. This template shall demonstrate the format and level of detail expected for regular reporting.

Should Federal money become available to fund a portion of any interpretation or translation services, the Contractor(s) shall comply with all stipulations and reporting requirements.

### 5.4.1 Reporting for In-Person Language Interpretation Services

The Contractor(s) shall provide usage reports monthly and upon State request, to the State Contract Manager and other designated State personnel. The Contractor(s) shall provide these reports within twenty-four (24) hours of the State’s request. This report shall be formatted as an Excel spreadsheet and shall provide data for every appointment from the requested period, including cancellations. The reports shall include, but shall not be limited to, the following data:

* Appointment ID Number
* Date
* Appointment Location (Name and Address)
* Person Requesting Services
* Consumer Name
* Interpreter Name(s) and ID Number(s)
* Interpreter’s Starting City and State
* Scheduled Duration
* Status
* Actual Start Time
* Actual End Time
* Actual Duration
* Billable Duration
* Language
* Hourly Rate
* Mileage Fee (if over 50 miles)
* Parking
* Total Amount Billed

The reports shall also include summary information, including, but not limited to:

* Assignments by Service Type (in-person, telephonic, written, virtual, other)
* Spend by Language
* Spend by Service Type
* Completion Rates (e.g., assignments completed on time, cancellations, or no-shows)

Upon request, the Contractor(s) shall electronically provide a state agency with scanned copies of all timesheets along with the corresponding invoice(s) for a given month. The Contractor(s) shall keep all original copies of timesheets and provide them to the State upon request. The agency shall ensure the State receives the timesheets and invoice(s) within a period of no more than five (5) business days after the request is made. If the requesting agency receives the time sheets more than five (5) business days after the date printed on the invoice(s), the agency may require the Contractor(s) to do one of the following:

* Resubmit the invoice with a new date that is later than the date the time sheets were received
* Submit a signed letter to the State waiving late fees for that invoice

### 5.4.2 Reporting for Telephonic Interpretation Services

The Contractor(s) shall provide usage reports quarterly and upon State request, to the State Contract Manager and other designated State personnel. The Contractor(s) shall provide these reports within twenty-four (24) hours of the State’s request. This report shall be formatted as an Excel spreadsheet and shall provide data for every appointment from the requested period, including cancellations. The reports shall include, but shall not be limited to, the following data:

* Appointment ID Number
* Date
* Person Requesting Services
* Consumer Name
* Interpreter Name(s) and ID Number(s)
* Scheduled Duration
* Status
* Actual Start Time
* Actual End Time
* Actual Duration
* Billable Duration
* Language
* Hourly Rate
* Total Amount Billed

The reports shall also include summary information, including, but not limited to:

* Assignments by Language
* Assignments by Service Type (in-person, telephonic, written, virtual, other)
* Spend by Language
* Spend by Service Type
* Completion Rates (e.g., assignments completed on time, cancellations, or no-shows)

### 5.4.3 Reporting for Written Translation Services

The Contractor(s) shall provide usage reports quarterly and upon State request, to the State Contract Manager and other designated State personnel. The Contractor(s) shall provide these reports within twenty-four (24) hours of the State’s request. This report shall be formatted as an Excel spreadsheet and shall provide data for every assignment from the requested period, including cancellations. The reports shall include, but shall not be limited to, the following data:

* Assignment ID Number
* Date
* Person Requesting Services
* Consumer Name
* Translator Name(s) and ID Number(s)
* Word Count
* Status
* Turnaround Time
* Language
* Word Count Rate
* Total Amount Billed

The reports shall also include summary information, including, but not limited to:

* Assignments by Language
* Assignments by Service Type (in-person, telephonic, written, virtual, other)
* Spend by Language
* Spend by Service Type

### 5.4.4 Reporting for Virtual Language Interpretation Services

The Contractor(s) shall provide usage reports quarterly and upon State request, to the State Contract Manager and other designated State personnel. The Contractor(s) shall provide these reports within twenty-four (24) hours of the State’s request. This report shall be formatted as an Excel spreadsheet and shall provide data for every appointment from the requested period, including cancellations. The reports shall include, but shall not be limited to, the following data:

* Appointment ID Number
* Date
* Person Requesting Services
* Consumer Name
* Translator Name(s) and ID Number(s)
* Word Count
* Status
* Turnaround Time
* Language
* Word Count Rate
* Total Amount Billed

The reports shall also include summary information, including, but not limited to:

* Assignments by Service Type (in-person, telephonic, written, virtual, other)
* Spend by Language
* Spend by Service Type
* Completion Rates (e.g., assignments completed on time, cancellations, or no-shows)

## 5.5 Implementation

The Contractor(s) agrees to provide, at no cost to the State, electronic instructions for ordering interpretation and/or translation services that shall be hosted on an agreed upon State-owned website, and shall provide these materials to any State agency requesting such materials.

The Contractor(s) agrees to hold a series of webinars during which State agencies may ask questions about using the Contractor(s) services. The webinars shall be at no cost to the State, and date and time at which these webinars occur shall be determined at the State’s discretion. The number of webinars to be delivered by the Contractor(s) shall be determined at the State’s discretion. The State reserves the right to record these webinars for future use.

The State and Contractor(s) may mutually agree to modify or add to the Contractor(s) implementation efforts.

## 5.6 Extension to Other Entities

Aside from State agencies, the Contractor(s)shall make this contract, and its pricing, available for use by other governmental bodies, defined as an agency, board, branch bureau, commission, council, department, institution, office or establishment of:

* The judicial branch
* The legislative branch
* A political subdivision, which includes cities, towns, school corporations and local governments
* A state educational institution

The Contractor(s) shall agree to extend its pricing to the State’s city, town, and county operated locations that provide direct public services, such as those related to social services, health care, housing assistance, and employment support.

The Contractor(s) shall agree to extend its pricing to non-profit organizations utilized by the

Indiana Criminal Justice Institute. The list of applicable organizations shall be mutually agreed upon by the Contractor(s) and the State.

The Contractor(s) shall agree to extend its pricing to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.

The Contractor(s) shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

If the State participates in the acquisition of interpretive services or translation services on behalf of another entity, the Contractor(s) shall invoice the non-State entity directly. The State is not responsible for the distribution of invoices or collection of fees.

The State does not accept any responsibility for purchase orders issued by other governmental

bodies.

Following award, Contractor(s) shall provide in writing a detailed description of each service they provide and the means through which State entities can access each service to any requesting State entity. These materials shall be developed within one month following the award. In addition, Contractor(s) are required to provide State entities with best practices and tips on how to best meet user needs. Example best practices may include, but are not limited to, guidance on how to determine the dialect a user is speaking. The specific materials shall be determined at the discretion of the State, and these materials shall be developed within one month following award.

## 5.7 Emerging Technologies

The State is interested in ways in which Language Interpretation Services can be enhanced and innovated throughout the duration of the contract. The State looks to the Contractor(s) to seek out and recommend innovative solutions and emerging technologies to enhance the delivery of language interpretation services to the populace, streamline operations, and improve customer experiences. The Contractor(s) shall provide the State the option to incorporate emerging technologies and trends in the interpretation space. These technologies and trends include, but are not limited to:

* AI-Powered Interpretation Solutions
* Wearable Technology and Mobile Applications
* Data Analytics and Custom Reporting Tools
* Dubbing video content in multiple languages, ensuring accurate and culturally appropriate translations
* Overlaying audio and video tracks to match visual elements and lip movements for seamless integration

## 5.8 Data Security and Privacy

The Contractor(s) shall implement comprehensive data security and privacy measures to protect all information associated with the provision of interpretation and translation services. These measures must comply with relevant federal, State, and local regulations, and any applicable State privacy laws. The Contractor(s) approach to data security and privacy shall include, but is not limited to, the following components:

Data Encryption:

* All sensitive data, including customer information, session recordings, and reports, must be encrypted both in transit and at rest using industry-standard encryption protocols
* The Contractor(s) shall ensure that any electronic transmission of data is performed using secure, end-to-end encryption methods to prevent unauthorized access or interception

Access Controls:

* The Contractor(s) shall implement role-based access controls to restrict access to sensitive data based on user roles and responsibilities
* Multi-factor authentication shall be required for all personnel accessing sensitive systems
* Regular audits of access logs must be conducted to monitor for unauthorized or suspicious access attempts

Data Retention and Disposal:

* The Contractor(s) shall establish and maintain a data retention policy that outlines how long various types of data (e.g., session recordings, client information) are retained before secure disposal
* Any data that is no longer needed must be permanently deleted using secure erasure methods that comply with industry standards

Compliance with Regulatory Standards:

* The Contractor(s) must adhere to all applicable data privacy and protection regulations, including HIPAA for healthcare-related interpretation services
* The Contractor(s) shall conduct regular compliance audits and provide the State with certifications or evidence of adherence to these regulations upon request

Data Breach Prevention and Response Plan:

* The Contractor(s) must maintain a data breach prevention strategy in place that includes regular vulnerability assessments, security patch management, and employee training on cybersecurity best practices
* In the event of a data breach, the Contractor(s) shall have a comprehensive response plan, which includes notifying the State within a specified timeframe, investigating the breach, and taking corrective measures to prevent future incidents. The Contractor(s) must also provide support in notifying affected individuals and fulfilling regulatory reporting requirements

Data Privacy Policy:

* The Contractor(s) shall implement a data privacy policy outlining how personal information is collected, stored, and used, ensuring transparency and compliance with regulations
* The Contractor(s) shall obtain necessary client consents for data collection and usage and provide clients with options to access, update, or delete their information upon request

Secure Infrastructure:

* All platforms, applications, and systems used by the Contractor(s) for interpretation services must be hosted on secure servers with appropriate firewalls, intrusion detection systems (IDS), and regular monitoring for potential security threats
* Cloud-based solutions must comply with relevant standards to ensure the security and integrity of the data

Training and Awareness:

* The Contractor(s) shall provide ongoing training to its personnel on data security and privacy best practices, emphasizing the importance of protecting client information.
* Regular awareness campaigns shall be conducted to keep staff informed of emerging threats and the latest security protocols

The Contractor(s) shall work closely with the State to ensure that all security and privacy measures are aligned with State policies and guidelines, maintaining a high level of protection for client and operational data throughout the contract term

## 5.9 Sub-agreements

To accommodate the Government Entity needs for services that are aligned with this Scope of Work, but that are more unique or specific than the expectations and requirements outlined previously in this Attachment, the contract resulting from this RFP shall allow for All Government Entities to develop sub-agreements with the Contractor(s).

The procedure for developing these sub-agreements are as follows:

* The Government Entity shall prepare and submit a project-specific Scope of Work to the Contractor(s) detailing their request
  + This brief shall include information such as the languages to be interpreted, the date(s) and projected timeframes that resources will be utilized, and the topics to be covered during the event
  + This Scope of Work shall also include information about unique considerations for the requested services, such as specific certifications and training that must be completed by interpreters
* The Contractor(s) shall review the Scope of Work, and in response prepare a proposal outlining what resources will be utilized to meet the Government Entity’s needs and including a budget quote, that is aligned with the Pricing detailed in Attachment X - Pricing. This response shall be submitted to the Government Entity
  + If a Contractor(s) is not able to meet the Government Entity’s request, then the Contractor(s) shall provide a response outlining why they cannot meet the Agency’s needs in this case
* If the Government Entity agrees to the Contractor(s) proposal response, then the Government Entity shall develop a sub-agreement Scope of Work based on the approved response.
  + This sub-agreement Scope of Work must utilize the template provided in Attachment X - Sub-Agreement Template

All services and fees provided under a sub-agreement shall follow the standards and guidelines set within this Scope of Work and Attachment X - Pricing.

## 5.10 Meetings

The Contractor(s) shall attend and participate in regular meetings with the State to ensure effective communication, project oversight, and timely resolution of any issues. Meeting expectations include, but are not limited to, the following:

* Kick-Off Meeting: The Contractor(s) shall participate in a kick-off meeting at the start of the contract to review project objectives, timelines, roles, and responsibilities. This meeting shall establish communication protocols and expectations for project delivery
* Quarterly Performance Review Meetings: The Contractor(s) shall participate in quarterly performance review meetings with the State to evaluate the performance of services against agreed-upon metrics and key performance indicators (KPIs). These meetings shall include discussion of performance data, service improvements, and any adjustments required to meet contract objectives
* Ad-Hoc Meetings: The Contractor(s) shall be available for ad-hoc meetings as requested by the State. These meetings may be scheduled to address urgent issues, resolve conflicts, or discuss important updates that require immediate attention
* Meeting Documentation: The Contractor(s) shall provide detailed meeting minutes for all meetings, summarizing key discussions, action items, and decisions made. Meeting minutes must be submitted to the State within two (2) business days after each meeting
* To mitigate interpreter cancellations, the Contractor(s) shall staff interpreters for in-person, on-site meetings at a State-designated location. The frequency with which these meetings occur is to be determined at the State’s discretion