**RFP 25-82958: Statewide American Sign Language (ASL) Interpretation Services**

**Attachment K**

**American Sign Language (ASL) Interpretation Services Scope of Work**

Purpose of the RFP

The purpose of this RFP is to select a Respondent that can satisfy the State’s need for American Sign Language (ASL) Interpretation Services. It is the intent of the State to contract with a Respondent(s) that provides quality ASL interpretation services for All State Agencies at a competitive price.

Overview

The State is seeking to select one or more Contractor(s) to provide American Sign Language (ASL) Interpretation services. The Contractor(s) shall be responsible for providing the following services to State Agencies:

* In-Person American Sign Language (ASL) Interpretation
  + Description: In-Person ASL interpretation involves an interpreter who translates spoken language into American Sign Language on-site in real-time for individuals who are deaf or hard of hearing.
* Virtual American Sign Language (ASL) Interpretation
  + Description: This is a pre-Scheduled service (request with over an hours’ notice) that is computer based, often accessed via a laptop or iPad but is not limited to these devices, to access a remotely located interpreter. The assignments are more than 60 minutes and require a 2-hour minimum to schedule an interpreter. A team may be assigned with approval of the IDOA Vendor Manager. All participants in the meeting as well as the interpreter are allowed to be at different remote locations.
* Video Remote Interpreting (VRI)
  + Description: VRI is a service that provides ASL interpretation through video conferencing technology, connecting an interpreter with participants in real-time for assignments that are 60 minutes or less. All participants in the meeting as well as the interpreter are allowed to be at different remote locations.
* Certified Deaf Interpreter (CDI) Interpretation
  + Description: CDI interpretation involves a qualified professional interpreter, who is deaf or hard of hearing, providing ASL interpretation services for an individual who is deaf or hard of hearing and is not fluent in ASL. CDI interpretation can be conducted both in-person or virtually, and necessitates both a CDI interpreter and a traditional ASL interpreter to facilitate.
* Communication Access Realtime Translation (CART)
  + Description: CART is a transcription service where a trained professional (CART provider) transcribes spoken words into text on-site in real-time, displayed on a screen for immediate access. It ensures accessibility for individuals who are deaf or hard of hearing.
* Remote CART services
  + Description: Remote CART services are similar to CART services but delivered remotely. The CART provider listens to the audio of a live event or meeting via a virtual platform and transcribes the spoken content in real-time. CART services but delivered remotely. The CART provider listens to the audio of a live event or meeting via a virtual platform and transcribes the spoken content in real-time for remote participants.

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 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) may assign an Interpreter Team consisting of two ASL interpreters ('Interpreter Team') for certain interpreting assignments with prior written authorization from the State’s Contract Manager.. The decision to assign an Interpreter Team will consider various factors, including but not limited to:

* Duration: An Interpreter Team may be assigned for assignments requiring 90 minutes or more of non-stop interpreting
* Number of Speakers: An Interpreter Team may be assigned for assignments involving multiple speakers or complex interactions to facilitate seamless communication
* Difficulty of Content: An Interpreter Team may be assigned for assignments with highly technical or specialized content that demands the expertise of an Interpreter Team to effectively convey the intended message
* Unique Linguistic Needs: An Interpreter Team may be assigned for assignments with specific linguistic or cultural nuances that require the expertise of an Interpreter Team to effectively convey the intended message

The Contractor(s) will make reasonable efforts to notify the State in advance if an Interpreter Team is deemed necessary.

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 the anticipated total volume of ASL services.

|  |  |
| --- | --- |
| **Year** | **Total Spend** |
| 2022 | $251,980.03 |
| 2023 | $439,470.85 |

# 1. Communication Accommodation Services for Individuals who are Deaf or Hard of Hearing

The Contractor(s) shall provide sufficient in-person or on-line American Sign Language accommodation interpretation services. 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

The Contractor(s) shall also provide Video Remote Interpreting (VRI), Communication Access Realtime Translation (CART), and Remote CART services. The Contractor(s) shall not charge any set up or retainer fee for providing services. The Contractor(s) shall also work to expand and increase the utilization of VRI services, which in no way means replacing in-person services altogether. The Contractor(s) may work with a VRI service provider if they are unfamiliar with VRI services. The Contractor(s) may maintain agreements with CART transcribers and agencies if they are unfamiliar with CART services. The Contractor shall also provide additional sign language interpretation as necessary, including but not limited to: Certified Deaf Interpreter (CDI), Protactile, and Tactile.

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.

The Contractor(s) shall, in emergency situations, provide interpretation services to the Department of Homeland Security. These services would involve the interpreting of emergency warning statements into ASL or alternate sign languages. These services shall be available on demand, 24/7.

## 1.1 Certifications, Qualifications, and Testing

The Contractor(s) shall ensure that all interpreters provided shall be pre-qualified, tested and trained for industry standard terminology. All interpreters shall hold previous interpretation/transcribing experience, a college degree, and/or experience in one or more contractor-serviced industries.

The Contractor(s)’ personnel should have an understanding of and experience with deaf, hard of hearing, and deaf/blind communication needs.

All interpreters/transcribers must hold any required certifications or licensing as required by the State of Indiana. The Contractor(s) must hire interpreters who qualify per guidelines listed in 460 IAC 2-3-3 regarding Indiana Interpreter Certification (IIC) and, if applicable, Vocational Rehabilitation (VR) interpreter qualifications as listed in the VR Vendor Manual. The Contractor(s)’ interpreters must have IIC and national certification such as through Registers of Interpreters for the Deaf (RID), and/or any accredited national certification entity; the interpreters shall be bound by the National Association for the Deaf - Registers of Interpreters for the Deaf (NAD-RID) Code of Professional Conduct and/or the IIC Code of Ethics. The Contractor(s) may be bound by the Codes established by other national certification entities in this space through agency sub agreements.

The Contractor(s) may hire grandfathered or provisional interpreters. Grandfathered interpreters hold documentation of proof of employment as an interpreter prior to July 1st, 1999. Provisional interpreters have met certain standards of certification and experience but do not hold IIC certification. The Contractor(s) shall provide documentation and materials regarding their grandfathered and provisional interpreters to the State as part of their response. Non-IIC interpreters may be hired with approval by Indiana Deaf and Hard of Hearing Services prior to the assignment, however all other possibilities must be exhausted before the Contractor(s) may use a non-IIC interpreter. The Contractor(s) must ensure that CART providers have a Court Reporting School Certificate and must be either a Certified Realtime Reporter or Certified CART Provider. The Contractor(s)’ interpreters/CART providers/transcribers must attend training sessions as required by the State.

The State prefers that all interpreters/transcribers 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/transcribers 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). Background checks must be completed regardless of the service delivery method if the interpreter/transcriber is working with vulnerable populations. 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/transcribers should 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, unless released by the point of contact for the assignment and has notified the State of such release
* Never attempting to schedule appointments directly with the customer/client
* Never providing their opinions, analysis, or advice to deaf or hard of hearing 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
* Have provided interpretation services for a court hearing (remote or in-person) and feel comfortable with their background and experience to provide services for a court hearing

## 1.2 Availability and Service Guarantees

The Contractor(s) guarantees its abilities to provide interpretation for in-person and virtual American Sign Language interpretation, VRI, and CART services, 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.

* The State will endeavor to provide the Contractor(s) with as much advance notice as possible for service requests. Similarly, the Contractor(s) will endeavor to meet the following performance metrics and shall report on a quarterly basis their compliance with said metrics: An interpreter must be available for at least ninety-eight (98) percent of in-person American sign Language interpretation and CART services
* Ninety-eight (98) percent of VRI services shall be provided within five (5) minutes.
* An interpreter must arrive on time for their scheduled time for at least ninety-eight (98) percent of all requested in-person services. Early attendance is encouraged to allow for adequate preparation, ensure smooth transitions, and address any technical or logistical issues in advance of the scheduled session.
* The Contractor(s) shall provide a replacement interpreter within twenty four (24) to forty eight (48) hours of an interpreter’s cancellation
* The Contractor(s) shall achieve a score of 90% or better on all State agency survey results.
* The Contractor(s) shall confirm receipt of each work order request by email within two hours of its receipt, 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)

Respondents are to affirm their commitment to meeting these performance metrics in **Attachment F** – Technical Proposal.

If a State agency is not satisfied with an interpreter/transcriber’s service, the Contractor(s) shall not charge the applicable State agency account for the appointment upon notification to the Contractor(s)’ account manager or customer service team. The State reserves the right to decline services from any interpreter/transcriber that the State considers to provide inadequate interpretation. In such instances, the Contractor(s) shall be responsible for providing another interpreter/transcriber. 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. Logistical Requirements and Expectations

## 2.1 Customer Support

The Contractor(s) shall provide the State a toll-free number to obtain in-person American Sign Language interpretation, VRI, and CART services. The Contractor(s) shall provide the State with 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. The Contractor(s) shall provide confirmation that an interpreter/transcriber has been assigned to the appointment after receiving the request at least 72 hours prior to the assignment. The Contractor(s) shall provide, upon reasonable request, service introduction and interpreter 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.

## 2.2 Billing

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

The State will not accept any additional fees not stated in the Cost Proposal. Hourly rates must be inclusive of all fees and services associated with an item.

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, reason for interpretation, date, time, location, billable time, billing rate , mileage, no-show (if applicable) and total charges
* Monthly utilization: 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).

For in-person American Sign Language interpretation, VRI, and CART services, the Contractor(s) shall invoice only for the following:

* Beginning at the scheduled appointment time or when the interpreter/transcriber arrives, whichever is later, to the conclusion of service.
* For the scheduled session time, including when the appointment is delayed due to the State facility or the LEP individual
* 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/transcriber 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/transcriber has started traveling
* For No-Shows, in order to invoice, the interpreter/transcriber stays at the scheduled assignment for 45 minutes and remains available for reassignments during the full scheduled time period. If the interpreter/transcriber is not reassigned, the Contractor(s) may only invoice for 45 minutes
* If an interpreter/transcriber 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/transcriber 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) as specified in the current Financial Management Circular (see http://www.in.gov/idoa/files/travel\_policy.pdf)
* The Contractor(s) shall make every effort to provide interpreters/transcribers that do not incur mileage for assignments
* 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
* A rush fee is permissible only for written document translation services that must be completed in emergency situations

Services shall be invoiced by minute according to the following duration standards:

* In-Person and Virtual Interpretation: 2 hour minimum
* VRI: 1 hour maximum
* CART and Remote CART: 1 hour minimum

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.

For in-person services, the interpreter/transcriber 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/transcriber 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/Transcribers shall note their starting city and state to verify billable travel. The interpreter/transcriber 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/transcriber’s departure.

The contract resulting from this solicitation will be statewide, and all rates provided by the Contractor(s) must apply uniformly across all regions of the State, regardless of the agency or location being serviced. Contractors shall not provide region-specific rates.

## 2.3 Confidentiality, Accountability, and Disclosure of Conflict

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

All conversations or interpretations between the interpreter/transcriber, the customer, and the client shall remain confidential. State agencies, including but not limited to the Department of Child Services, may require interpreters/transcribers to sign confidentiality agreements. Interpreters/transcribers 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/transcriber 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.

As soon as an interpreter 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 with another qualified interpreter 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. These plans shall be in place by the contract start date and submitted to the State.

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

## 2.4 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 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 where applicable:

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

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

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 should demonstrate the format and level of detail expected for regular reporting.

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

## 2.5 Implementation

The Contractor(s) agrees to provide, at no cost to the State, electronic instructions for ordering in-person American Sign Language interpretation, VRI, and CART services 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. The amount of webinars to be delivered by the Contractor(s), and the date and time at which these webinars occur 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.

## 2.6 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, and adhere to the State requirements for interpreters/transcribers and services 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, and adhere to the State requirements for interpreters/transcribers and services 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 adhere to the State requirements for interpreters/transcribers 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 Library Indiana purchasing portal which can be accessed at LibraryIndiana.com.

If the State participates in the acquisition of interpreter/transcriber 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.

## 2.7 Emerging Technologies

The State is interested in ways in which in-person American Sign Language interpretation, VRI, and CART 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 ASL interpretation services to the customers, streamline operations, and improve customer experiences. The Contractor(s) shall provide the State the option to incorporate emerging technologies and trends in this 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

## 2.8 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 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 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

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., scheduling information, 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.

## 2.9 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 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 D - Cost Proposal. 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 M - 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 D - Cost Proposal.

## 2.10 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
* Knowledge Transfer Meetings: The State reserves the right to conduct Knowledge Transfer Sessions to support the Contractor(s) in preparing interpreters to meet State-specific protocols and expectations. If such sessions are conducted, vendor representatives shall be required to attend and actively participate to gain a comprehensive understanding of the training content and delivery methods. The Contractor(s) shall subsequently use this knowledge to provide consistent and accurate training to their interpreters, ensuring alignment with the State’s standards.
* 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