

LIMITED AGREEMENT FOR LANGUAGE ACCESS SERVICES

Language Access Resource Center, a program of the DuPage Federation on Human Services Reform (LARC) and _____ Partner Organization (PO), hereby agree as follows:

- 1. Description of Service.** LARC will provide interpretation, document translation, and telephonic interpretation services to PO as requested.
- 2. Term/Termination.** This Limited Agreement (LA) is valid only while specific grant funding is available.
- 3. Fee for Services.** LARC agrees that requested services will be provided at no charge if the services comply with specifically identified grant requirements. PO agrees that requested services will comply with specifically identified grant requirements.

LARC will make every effort to fulfill PO requests. If LARC is unable to fulfill a request, LARC will provide notification to PO as soon as possible.

- 4. Cancellation or withdrawal by PO.** American Sign Language cancellations must be made with less than forty-eight (48) hour notice. All other appointments must be cancelled with at least twenty-four (24) hours' notice.

If cancellation notifications are not made within the required time frame, PO will lose ability to access additional services under the specific grant.

- 5. Confidentiality.** Both PO and LARC acknowledge and agree that any communication and language access services provided under this agreement is confidential and protected under applicable federal and state laws, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA).

- 6. Interpreter Requirements.** Professional interpreters are required to provide LARC with 1) proof of annual tuberculosis test, 2) negative criminal background check, 3) proof of negative on an eight/ten panel drug screening, and documentation of successful completion of an approved interpreter training program.

Due to language availability, if a professional interpreter is unavailable, LARC may be able to provide an extern. Externs are not required to meet the above requirements. LARC will communicate with PO if professional interpreter is unavailable.

- 7. Indemnification.** Neither party to this Agreement shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. This MOA shall not increase or decrease any obligation or duty owed by PO or LARC against the other or against third parties. In the event of a claim for any wrongful or negligent act, each party shall bear the cost of its own defense.

- 9. Complete Memorandum of Understanding.** This is the complete LA of the parties as to the subject matter hereof.

This LA becomes binding upon signature by both parties and the delivery of fully signed copies to each party.

Signature: _____
Name: _____ David Roth
Title: _____ Executive Director
Organization: _____ DuPage Federation on Human Services Reform
Language Access Resource Center
Date: _____
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