



AGREEMENT FOR LANGUAGE INTERPRETATION SERVICES

Language Access Resource Center, a program of the DuPage Federation on Human Services Reform; 1910 S. Highland Ave., Suite 135; Lombard, IL 60148 ("LARC") and **Lincolnwood SD 74**; 6950 East Prairie Rd., Lincolnwood, IL 60712 (Client), hereby agree as follows:

1. Description of Service. Agency will provide on-site, video remote and/or telephonic language interpretation services to Client as requested.

2. Term/Termination. This Agreement is valid for one (1) year. Services will be available from February 2, 2023. If neither party provides notice to the other party of its intent to terminate this Agreement at the end of the term, this Agreement shall automatically renew for consecutive one-month periods. Either party can terminate the Agreement, with or without cause, upon thirty (30) days advance written notice to the other party.

3. Fee for Services/Transportation Cost Reimbursement/Parking. Client agrees to pay pursuant to the current agency price list ("Exhibit AB") with a minimum one (1) hour per on site or video remote assignment. Mileage (over ten miles per assignment) is reimbursed to interpreters and charged to the client at the current federal rate and will be calculated round trip from the interpreter's residence to the location of the assignment. Parking fees and tolls at the I-PASS rate will be charged to the Client at actual cost.

If the Client needs a language not currently listed, Agency will attempt to fill the request at market rate.

Agency will bill Client monthly for services provided to Client during the prior month. Invoices are issued by the 15th of each month for services provided during the preceding month. Payment is due thirty (30) days after Client's receipt of invoice. Detailed reports will accompany invoice when applicable. ACH is the preferred method of payment. If paying by check, make checks payable to DuPage Federation on Human Services Reform.

4. Cancellation or withdrawal by Client. No fee will be charged for pre-scheduled appointments that are cancelled with advance notice specific to the appointment type.

4a. Spoken Language Cancellations. Cancellations made with less than twenty-four (24) hours' notice will be charged the fee for the requested time scheduled.

4b. American Sign Language (ASL) and Certified Deaf Interpreter (CDI) Cancellations. Cancellations made with less than two (2) business days' notice will be charged the fee for a two (2) hour minimum appointment or the requested appointment time length, whichever is greater.

5. Confidentiality. Agency acknowledges and agrees that the interpretation of Client and customer communication is confidential and protected under applicable federal and state laws, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA). Agency and its assigned personnel acknowledge they are not authorized to use or further disclose individually identifiable information received from Client or any of Client's customers in a manner that would violate HIPAA, other applicable laws or this Agreement.

6. Interpreter Requirements.

TB Records. Client understands that Agency interpreters must obtain yearly tuberculosis tests and provide agency with copies of results for their files. If result is positive, interpreter complies with any necessary TB follow-up treatment.

Interpreter Training Certificate. Client understands that Agency holds documentation indicating the successful completion of an approved Interpreter Training program.

Criminal Background Checks. Client understands that Agency requires that all Agency interpreters pass a State of Illinois criminal background check prior to being assigned to any interpretation.

Drug Testing. Client understands that Agency requires that all Agency interpreters prove negative on an Eight/Ten-Panel Drug Screening.

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 Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party 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.

8. Governing Laws. This Agreement shall be governed by the laws of the State of Illinois.

9. Complete Agreement. This is the complete Agreement of the parties as to the subject matter hereof. Any changes in this Agreement must be in writing signed by both parties.

10. Non-Solicitation. Client agrees not to hire interpreters that are under contract with Agency or were formerly under contract with Agency unless the interpreter has been terminated from services with Agency for a period of at least one year. If Client hires a current interpreter, Client will pay a finder's fee to Agency in the amount of \$2,000.

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

Signature:

Name: Kevin Daly

David Roth

Title: Board of Education, President

Executive Director

Agency: Lincolnwood SD 74

DuPage Federation on Human Services Reform
/Language Access Resource Center

Date:

February 2, 2023

Contact

Information: Lincolnwood SD 74

Language Access Resource Center

DuPage Federation on Human Services Reform

Attn: Jennifer Ruttkay, Director of Special Education
6950 East Prairie Rd.,
Lincolnwood, IL 60712
Phone: (847) 675-8234
Fax:
Email: jruttkay@sd74.org

Attn: Eva Rafas, Senior Program Director
1910 S. Highland Ave., Suite 135
Lombard, IL 60148
Office: (630) 782-7544
Fax: (630) 748-4794
Email: LARC@dupagefederation.org