

Memorandum of Agreement

Between the New Mexico Coalition Against Domestic Violence
And
Users of the “Accessibility Project”

Funded by the New Mexico Crime Victims Reparations Commission - Federal Grant # 2016-WF-AX-0010

Project Purpose and Scope:

The Accessibility Project provides technical assistance, education, and financial support to New Mexico victim service providers who are required to provide access to victims/survivors with limited English proficiency (LEP) or who are deaf or hard of hearing. The project is funded by a VAWA grant through the NM Crime Victims Reparations Commission and directly administered by the New Mexico Coalition Against Domestic Violence [NMCADV].

Funds available for this program are limited; therefore, the NMCADV will keep victim service providers informed if there is a chance that funds are likely to be depleted or if funding will not be renewed in the future.

New Mexico victim service providers who use Accessibility Project services and/or funding [User] are required to agree to certain conditions, contained in this Memorandum of Agreement, to ensure accountability and integrity of the project, prior to receiving reimbursement.

Applicable Services:

The Accessibility Project currently includes the following eligible services:

- Reimbursement for live language interpreters for victims with limited English proficiency;
- Reimbursement for live sign language interpreters for victims who are deaf or hard of hearing;
- Reimbursement for translations that are related to direct victim services, such as victim statements and translations of official documents for court hearings and U-Visa applications;

In addition, the NMCADV will arrange training and technical assistance for your agency and/or staff on accessibility issues, such as working with interpreters, understanding deaf culture, writing and implementing LEP plans, and ADA compliance.

Agreements:

The agency requesting participation in the Accessibility Project [User Agency] agrees to the following:

- To use Accessibility Project services and request reimbursement only for direct victim services, and to contact NMCADV if there is any question about the eligibility of the service.¹

¹ Ineligible services include services for offenders who have limited English proficiency or who are deaf or hard of hearing and translation of public education/outreach documents.

- To complete a demographic form for each victim served, which is located at www.nmcadv.org.
- The User agency is not a district attorney's office, law enforcement or court agency.
- To use only competent and qualified interpreters. In general, this means that the User is confident that the interpreter faithfully and accurately conveys the meaning of the source language orally, reflecting the style, register, and cultural context of the source message, without omissions, additions or embellishments on the part of the interpreter.²
- To use only competent and qualified translators who:
 - Are certified by the American Translators Association and/or are employed by a qualified translation service company or receive a prior approval from the NMCADV; and
 - Produce an accurate document, which is useful for the intended purpose.
- To request reimbursement for interpreters and translators who are **not** employees of the victim service provider, unless they are specifically providing such services in addition to their usual duties and in addition to and outside of any regular compensated time.³
- To keep copies of translated documents (original and translation) on file for a period of no less than six (6) years from the service date in a confidential location. The User agrees to allow the NMCADV and/or CVRC access to redacted versions of these files in order to determine that funds were utilized in accordance with funding/contractual agreements and state and federal guidelines.
- To protect the confidentiality and privacy of persons receiving services, in accordance with VAWA confidentiality provisions, 42 U.S.C.A. § 13925.⁴
- To have a Limited English Proficiency [LEP] plan and policy/procedures in place and in practice to ensure that LEP persons have meaningful access to services.⁵
- To ensure that any reimbursement requested as part of the Accessibility Project is not being paid by any other source in addition to reimbursement from the Accessibility Project.
- The User Agency understands and agrees that reimbursement is reviewed on a case-by-case basis, and is not guaranteed; further, the user understands that total project funding is limited and is subject to future renewal.
- The User Agency understands and agrees that misuse of Accessibility Project funds may result in a range of penalties, including suspension of current and future funds recoupment of monies provided through the Project, and civil and/or criminal penalties.

² Important qualifications to consider is the training the interpreter has had specifically in language interpreting; the interpreter's experience; any certification obtained by the interpreter; and whether the interpreter is certified and subscribes to a code of ethics for interpreters through at state or national organization

³ e.g. if you have an employee that typically interprets within your agency, such services are not eligible for reimbursement, even if outside of normal working hours.

⁴ If you have questions about this section, the NMCADV can provide training and/or technical assistance in order to ensure compliance with VAWA confidentiality requirements.

⁵ This includes requesting technical assistance and training on the development and implementation of an LEP plan from NMCADV.

Reimbursement Procedure:

The User Agency agrees to adhere to the following reimbursement procedures to access Accessibility Project funds:

- Interpreters:
 - User Agency contracts with a professional interpreter;
 - User Agency receives an invoice/bill from interpreter and pays the bill;
 - User Agency submits a copy of the original interpreter invoice/bill along with an invoice from the User agency to NMCADV through the online reimbursement form at www.nmcadv.org;
 - User Agency completes a demographics form for each victim served at www.nmcadv.org.

- Translations:
 - User Agency obtains an estimated cost from a translator/translation service;
 - User Agency obtains pre-approval for reimbursement from NMCADV by sending estimate and description of translation to access@nmcadv.org;
 - User Agency contracts with a professional translator;
 - User Agency checks translation and ensures that it is an accurate translation and will meet the goals of the translation service for the victim;
 - User Agency receives an invoice/bill from interpreter and pays the bill;
 - User Agency submits original interpreter invoice/bill along with an invoice from the using agency to NMCADV through the online reimbursement form at www.nmcadv.org; and
 - User Agency completes a demographics form for each victim at www.nmcadv.org.

Please note that no reimbursements will be made without a completed demographic form for each service.

User Agency Authorized Name and Title

Signature

Date