



INTERAGENCY AGREEMENT SUMMARY

(Interagency Agreement between state agencies, including the University of Tennessee or Board of Regents colleges and universities)

Begin Date 08/19/2022	End Date 06/30/2023	Agency Tracking # -	Edison ID 2802
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Contracting State Agency Name The University of Tennessee on behalf of the Tennessee Language Center, an agency of the Institute for Public Service.	Edison Supplier ID -
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CFDA # -

Service Caption To provide translation and interpretation services for the Tennessee Public Charter School Commission's policies and procedures as required by state and federal law.

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2023	40,000				40,000
TOTAL:	40,000				40,000

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p><i>CPO USE - IA</i></p>	
Speed Chart (optional)	Account Code (optional)	

**INTERAGENCY AGREEMENT BETWEEN THE STATE OF TENNESSEE
Tennessee Public Charter School Commission & University of Tennessee**

This Interagency Agreement (“Agreement”), by and between the State of Tennessee, Tennessee Public Charter School Commission hereinafter referred to as the “Procuring State Agency” and The University of Tennessee on behalf of the Tennessee Language Center, an agency of the Institute for Public Service, hereinafter referred to as the “Contracting State Agency,” is for the provision of Scope of Service Caption, as further defined in the “Scope of Services.”

A. SCOPE OF SERVICES:

- A.1. The Contracting State Agency shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. The Contracting State Agency through the Tennessee Language Center will provide the following services to the Procuring State Agency:
 - a. The translation of local education agency (LEA) policy documents within two (2) months of receiving LEA documents.
 - b. The translation of LEA procedure documents within two (2) months of receiving LEA documents.
 - c. Other translation and interpretation services as needed, such as telephonic or in-person translation.

B. TERM OF AGREEMENT:

This Agreement shall be effective on August 19, 2022 (“Effective Date”) and extend for a period of nine (9) months after the Effective Date (“Term”) ending June 30, 2023. The Procuring State Agency shall have no obligation for goods or services provided by the Contracting State Agency prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed forty thousand dollars (\$40,000). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency’s obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contracting State Agency.
- C.2. Compensation Firm. The payment rates and the maximum liability of the Procuring State Agency under this Agreement are firm for the duration of the Agreement and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contracting State Agency shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by the

Procuring State Agency in a total amount not to exceed the Agreement Maximum Liability established in section C.1.

- a. The Contracting State Agency's compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications or the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contracting State Agency shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Interpretation Services

Service	Regular Rate
On-site interpretation	\$80/hour, 2-hour minimum fee (all languages), prorated by the half hour after 2 hours
After -hours/ Weekends/Rush Services	Surcharges vary by language , 2-hour minimum fee, prorated by the half hour after 2 hours
Telephonic interpretation (24/7 access)	\$1.50/ minute, 20-minute minimum fee (all languages)
Video-remote Interpretation (VRI-Spanish)	\$1.10/minute, 30-minute minimum fee. Languages Other Than Spanish (LOTS) based on availability
Voice recordings	\$100/hour, 1-hour minimum fee tall languages)

Additional fees	
Mileage - round trip from the Interpreter's home to the client location	\$0.625 per mile
Travel time - round trip from the Interpreter's home to the client location	\$64/hour
Cancellation fee [if a scheduled Interpretation appointment is canceled with less than 24-hr notice]	2-hour minimum fee
Parking fees	As Indicated in receipts, unless voided by validation

Written Translation Services

Service Description	Amount (per compensable increment)
Spanish translations	\$ 0.20/word
Arabic, French, German, Italian, Portuguese	\$ 0.35/word

Albanian, Amharic, Arabic, Bosnian, Bulgarian, Burmese, Cambodian (Khmer), Cantonese, Chinese, Croatian, Czech, Danish, Dari, Dutch, Farsi (Persian), Gaelic, Georgian, Greek, Gujarati, Haitian-Creole, Hindi, Hmong, Japanese, Karen, Kinyarwanda, Kirundi, Korean, Lao, Malay, Marshallese, Punjabi, Romanian, Russian, Serbian, Somali, Tagalog, Thai, Turkish, Ukrainian, Urdu, Vietnamese, Yoruba	\$ 0.40/word
Zomi	\$1.20/word
Fulani, Kurdish, Lingala, Oromo, Sudanese-Nuer, Swahili, Tigrigna, Wolof	\$ 0.50/word
Other languages of lesser diffusion Rates provided upon	Rates provided upon request
Minimum fee for Spanish translation	\$60.00
Minimum fee for Arabic, French, German, Italian, Portuguese	\$80.00
Minimum fee for other languages of lesser diffusion	\$90.00-\$150.00
Hourly formatting fee (for PowerPoint presentations or desktop publishing)	\$60.00
Rush rate (when applicable)	30% of total estimated cost
Cancellation rate (If a project is cancelled after translation work has begun)	30% of total estimated cost

- C.4. Travel Compensation. Compensation to the Contracting State Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. Additional Travel Compensation Restriction(s):

The Contracting State Agency must provide a complete itemization of travel compensation requested in accordance with and attach documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.
- D.2. Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.
- D.3. Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise the option of terminating this Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by the Procuring State Agency in its sole discretion.
- D.4. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise

unavailable, the Procuring State Agency reserves the right to terminate this Agreement upon written notice to the Contracting State Agency. Said termination shall not be deemed a breach of this Agreement by the Procuring State Agency. Upon receipt of the written notice, the Contracting State Agency shall cease all work associated with this Agreement. Should such an event occur, the Contracting State Agency shall be entitled to compensation for all satisfactory and goods delivered and accepted or authorized services completed as of the termination date. Upon such termination, the Contracting State Agency shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.5. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.
- D.6. Communications and Contacts. All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:
Tess Stovall, Executive Director
Tennessee Public Charter School Commission
500 James Robertson Parkway
Nashville, TN 37243
Tess.Stovall@tn.gov
Telephone # 615-770-1193
FAX # 615-741-0371

The Contracting State Agency:
The University of Tennessee on behalf of the Tennessee Language Center, an agency of the Institute for Public Service
The University of Tennessee Institute for Public Service
1610 University Avenue
Knoxville, TN 37921
info.languagecenter@tennessee.edu
615-741-7579

IN WITNESS WHEREOF,

CONTRACTING STATE AGENCY'S SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

DATE

PROCURING STATE AGENCY SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

DATE