

INTERAGENCY COOPERATION CONTRACT
HEALTH AND HUMAN SERVICES COMMISSION
(COMMUNICATION SERVICES TO STATE AGENCIES CONTRACT)

The **TEXAS FACILITIES COMMISSION** ("Receiving Agency") and the **HEALTH AND HUMAN SERVICES COMMISSION** ("Performing Agency" or "HHSC"), each a "Party" and collectively the "Parties," enter into the following interagency contract for Communication Services for State Agencies (the "Contract") pursuant to the provisions of "The Interagency Cooperation Act," Chapter 771 of the Texas Government Code.

I. CONTRACT REPRESENTATIVES

The following will act as the Representatives authorized to act on behalf of their respective Party:

Performing Agency

Agency No. 529
Health and Human Services Commission
Attn: Krystina Flanigan
4900 N. Lamar Blvd.
Austin, Texas 78751
(512) 813-9855
(512) 407-3299 fax
krystina.flanigan@hhsc.state.tx.us

Receiving Agency

Agency No. 303
Texas Facilities Commission
Attn: Catherine Camp, Human Resources Director
1711 San Jacinto Street
Austin, Texas 78701
(512) 463-9996
(512) 236-6170 fax
Catherine.Camp@tfc.state.tx.us

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract as described in **Attachment A - Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on **August 31, 2018**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, in its sole discretion, may extend this Contract for any period or periods of time no greater than a cumulative of 4 years after the initial term of the Contract, subject to term and conditions mutually agreeable to the Parties.

IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both Parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed \$1,980.00, as provided for in **Attachment B - Budget**.

VI. LEGAL NOTICES

Any Legal Notices required or permitted to be given under this Contract by either Party shall be in writing and shall be delivered by regular first class mail, by email, and/or by common carrier,

overnight delivery with signature required, and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the Party at the address specified in this section:

Performing Agency

Health and Human Services Commission
Attn: Office of the Chief Counsel
4900 N. Lamar Blvd.
Austin, Texas 78751

Receiving Agency

Texas Facilities Commission
Attn: Catherine Camp, Human Resources Director
P.O. Box 12428
Austin, Texas 78701

Either Party may change its designated contact person and address for receiving legal notice by providing written notice to the other Party without the necessity of an amendment to this Contract.

VII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be by written amendment executed by the Parties. Any changes to the terms of this Contract that are required by changes in federal or state law or by regulations shall be automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

VIII. TERMINATION

Either Party may terminate this Contract at any time by providing the other Party with 30 days advance written notice.

IX. CERTIFICATIONS

The undersigned Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- B. Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The Receiving Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Government Code, Chapter 2152.

The Performing Agency further certifies that it has statutory authority to contract for the services described in this contract under the provisions of Texas Government Code, Chapter 531.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR INTERAGENCY COOPERATION CONTRACT

RECEIVING AGENCY

Texas Facilities Commission

By: _____

Kay Molina

General Counsel

Date of Execution: _____

CC Dir.

PERFORMING AGENCY

**Health and Human Services
Commission**

By: _____

Magdalena Blanco

Deputy Associate Commissioner for Health,
Developmental, & Independence Services

Date of Execution: _____

The following attachments are attached and incorporated as part of the Contract:

Attachment A - Statement of Work

Attachment B - Budget

ATTACHMENT A - STATEMENT OF WORK

I. STATEMENT OF SERVICES TO BE PERFORMED:

A. Performing Agency shall, through its Contractor-approved interpreter contractors, provide interpreter services for Receiving Agency at the request of the Receiving Agency.

1. Performing Agency shall:

- (i) Determine the most appropriately qualified and available certified interpreter;
- (ii) Confirm that only certified interpreters are used to provide interpreting services;
- (iii) Make the interpreter assignments;
- (iv) Log interpreter assignment time in a format approved by the Receiving Agency to include the following:

- 1. Name and address of office serviced; and
- 2. Document all appointments for interpreter services that are no show, cancellations with less than 48-hours' notice, or otherwise not fulfilled.

- (v) Receive payments from Receiving Agency; and
- (vi) Make any and all payments and other claims due to interpreters for work performed under this Contract.

2. Performing Agency shall also:

- (i) Receive and investigate complaints regarding interpreter services;
- (ii) Provide a list of Performing Agency-approved interpreter contractors available at <https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/communication-services-state-agencies-cssa>.
- (iii) Invoice Receiving Agency as set forth in Section V of the Contract for services in accordance with established rates;
- (iv) Submit to Receiving Agency the Performing Agency's Performance Back-up Documentation Report by the last business day of the following month in a format approved by Receiving Agency, with documentation to include:

- 1. Type of assignment; and
- 2. Number of interpreters needed to complete each assignment.

- (v) Submit to Receiving Agency the Interpreter Assignment Log in a format approved by Receiving Agency, with documentation to include:

- 1. Interpreter Contractor who performed the service;
- 2. Name and address of office where the service was provided;
- 3. Date of service; and
- 4. Cost.

ATTACHMENT B - BUDGET

I. BASIS FOR CALCULATING REIMBURSABLE COSTS

- A. Receiving Agency shall pay for communication access services received from Performing Agency that shall conform to and shall not exceed the established policy and rates set by Performing Agency and reflected in the Interpreting Rate Schedule located on the Performing Agency website at <https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/communication-services-state-agencies-cssa>.

Receiving Agency will not reimburse for any related costs of an appointment that is canceled more than 48-hours before the scheduled services.

- B. Performing Agency shall add, and Receiving Agency agrees to pay, a 10% administrative fee to Performing Agency for all charges invoiced under the Contract. This fee shall be based upon actual hours of services billed to Receiving Agency at the hourly charges reflected in the Interpreting Rate Schedule located on the Performing Agency website at <https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/communication-services-state-agencies-cssa>.
- A. Revisions to the Interpreting Rate Schedule are typically made at the beginning of each fiscal year. Performing Agency shall contact Receiving Agency and a notice of upcoming changes shall be published on the website at least 30 days in advance of the effective date of any change.