

**INTERAGENCY COOPERATION
CONTRACT BETWEEN
RAILROAD COMMISSION
OF TEXAS AND
HEALTH AND HUMAN SERVICES
COMMISSION**

This Interagency Cooperation Contract ("Contract" or "IAC") is entered into by and between the **Railroad Commission of Texas** ("RRC"), a state agency located at 1701 N. Congress Avenue, Austin, Texas 78701, State Agency Number 455, and the **Health and Human Services Commission** ("HHSC"), a Texas State Agency located at 4601 W. Guadalupe Street, Austin, Texas 78751, State Agency Number 529 (individually "Party"; collectively "Parties"), pursuant to the authority granted by and in compliance with the provisions of "The Interagency Cooperation Act," Texas Government Code, Chapter 771.

WHEREAS, the RRC is the state agency that regulates the oil and gas industry, natural gas utilities, pipeline safety, the natural gas and hazardous liquid pipeline industry, and surface coal and uranium mining in Texas;

WHEREAS, HHSC is a state agency that responds to and provides for the health and human services needs of the people across the state of Texas;

WHEREAS, the RRC and HHSC find that it would be in their mutual best interest if they enter into this Contract whereby HHSC agrees to provide sign language interpreter and Computer Assisted Realtime Transcription (CART) services to the RRC on an as-needed basis;

WHEREAS, the RRC has determined that HHSC, through a Performing Agency-approved service provider contractor ("Communication Services for State Agencies (CSSA) Contractors"), is qualified to provide sign language interpreter services; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the RRC and HHSC agree as follows:

I. CONTRACTING AGENCIES.

1.01. The Railroad Commission of Texas ("Receiving Agency")

RRC Representative:

Railroad Commission of Texas
Attn: Theresa Lopez
1701 N. Congress Ave.
Austin, Texas 78701
(512) 463-6953
Theresa.Lopez@rrc.texas.gov

1.02. The Health and Human Services Commission ("Performing Agency")

HHSC Representative:

Health and Human Services Commission
Attn: Krystina Flanigan
4601 W. Guadalupe St.
Austin, Texas 78751
(512) 813-9855
krystina.flanigan@hhs.texas.gov

II. STATEMENT OF WORK TO BE PERFORMED.

2.01. SCOPE OF SERVICES. Performing Agency shall provide sign language interpreter services and Computer Assisted Realtime Transcription (CART) services for Receiving Agency at the request of the Receiving Agency. Services and responsibilities by the Performing Agency will include the following:

Performing Agency shall:

- i. Ensure the certified sign language interpreter or CART services shall be provided to the Receiving Agency by the Performing Agency's approved service provider contractors;
- ii. Determine the most appropriately qualified and available certified interpreter or CART providers;
- iii. Maintain a monthly Assignment Log (the "Log") to submit to Receiving Agency by the last business day of the following month. The Log shall be in a format designated by Receiving Agency and must include the following:
 1. Date of service;
 2. Name and address of service locations;
 3. Name of the interpreter or CART service provider;
 4. Documentation of any no-shows or appointment cancellation of less than 48 hours' notice including instances when an appointment cancellation by the service provider contractor was necessary; and
 5. Total cost of services provided;
- iv. Prepare ad hoc reports within a reasonable time of a request by Receiving Agency in concurrence with Performing Agency;
- v. Submit the monthly Performing Agency's performance back-up documentation report by the last business day of the following month in the format designated by Receiving Agency. The performance back-up documentation must include:
 1. Type of assignment; and
 2. Number of interpreters or CART providers needed to complete each assignment.
- vi. Receive and investigate complaints regarding service and report to Receiving Agency in a format and frequency requested by Receiving Agency.
- vii. Provide a list of Performing Agency service provider contractors available at <https://dhhs.hhsc.state.tx.us/providers/cssacontractors.asp>.
- viii. Receive and dispense funds for payment to service provider contractors for services rendered in accordance with this Contract;
- ix. Bill Receiving Agency for services provided in accordance with the established CSSA Maximum Rates schedule located at <https://hhs.texas.gov/doing-business-hhs/contracting-hhs/communication-services-state-agencies/cssa-maximum-rates>, as amended. Performing Agency will notify Receiving Agency in writing along with a notice of upcoming changes published on the Performing Agency website at least thirty (30) days in advance of effective date of any change(s); and
- x. Comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect during the term of this Contract.

2.02. RRC understands that under this Contract HHSC's primary mission is to provide sign language interpreter services and Computer Assisted Realtime Transcription (CART) services. This Contract will be designed to carry out that mission. The manner of performance of Communication Services for State Agencies (CSSA) Contractors shall be determined solely by HHSC. HHSC does not guarantee specific results.

III. CONSIDERATION.

3.01. CONTRACT AMOUNT. As consideration for HHSC's performance, RRC agrees to pay HHSC an amount not-to-exceed the sum of **TWENTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$29,000.00)** per year for providing the services required to fulfill the initial term of this Contract.

IV. BASIS FOR COMPUTING REIMBURSABLE COSTS.

4.01. REIMBURSABLE COSTS. The basis for computing payment for reimbursable costs under this Contract may include travel expenses which shall be paid on a cost reimbursable basis. Travel expenses shall be reimbursed in accordance with state travel and per diem requirements as administered by the Comptroller of Public Accounts in accordance with Chapter 660 of the Texas Government Code and other state laws for actual costs incurred. The Parties, through their duly authorized representatives and through written amendment, shall jointly determine escalation percentage in accordance with performance of services.

- i. Receiving Agency shall pay for sign language interpreter and Computer Assisted Realtime Transcription (CART) services received from Performing Agency that shall conform to and shall not exceed the established policy and rates set by Performing Agency and are reflected in the CSSA maximum rates schedule located on the Performing Agency website at <https://hhs.texas.gov/doing-business-hhs/contracting-hhs/communication-services-state-agencies/cssa-maximum-rates>.
- ii. 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 CSSA maximum rates schedule.
- iii. Revisions to the CSSA maximum rates schedule are typically made at the beginning of each fiscal year. Performing Agency shall contact Receiving Agency and provide notice of upcoming changes that shall be published on the website at least 30 days in advance of the effective date of any change.

V. PAYMENT FOR SERVICES.

5.01 PAYMENT. Receiving Agency will pay monthly invoice payments to the Performing Agency within thirty (30) days of execution of this IAC or within thirty (30) days from receipt of invoice through the Interagency Transaction Voucher (ITV) process, in accordance with Section 771.008 of the Texas Government Code. In addition, from time to time, HHSC will issue an invoice for cost reimbursable expenses as established in section 4.01 above. RRC shall pay for services received and cost reimbursable expenses from appropriation items or accounts of the RRC from which like expenditures would normally be paid, based upon vouchers drawn by the RRC payable to HHSC.

5.02 PAYMENT METHOD. ITV INFORMATION. The FY22 RTI is 113522. The Vendor Number is (3529529529), The Mail Code is 001.

VI. TERM OF CONTRACT.

6.01. TERM. This Contract shall be effective January 1, 2023, and shall terminate on December 31, 2024, unless terminated earlier by either Party, as provided in Section 6.02. The term of this Contract shall have the option to be renewed by the written approval of both Parties for up to three (3) optional successive one-year periods.

6.02. EARLY TERMINATION. Either Party may terminate this Contract, with or without cause at their sole discretion, upon thirty (30) days prior written notice to the other. Upon receipt of notice of early termination, RRC shall cancel, withdraw, or otherwise terminate outstanding orders which relate to the performance of this Contract and shall otherwise cease to incur any future costs under this Contract. Early termination will be subject to an equitable settlement of the respective interests of the Parties accrued up to the date of termination, including but not limited to a pro rata reimbursement of the annual payment described in section 5.01. If this Contract is terminated for any reason, neither Party shall be liable for any damages, claims, or losses, or any other amounts arising from or related to any such termination.

6.03. AMENDMENT. Performing Agency shall maintain an ongoing relationship with the RRC during the Contract term and will collaborate with the RRC on any modifications that may be necessary to the services to meet the objectives of the IAC. A change may not be made to the services except by written request signed by the RRC and Performing Agency (an "Amendment"). Each amendment shall be sequentially numbered and deemed to automatically incorporate the terms of this IAC. Any alterations, additions, or deletions to the terms of this Contract shall be by an Amendment, in writing, and executed by both Parties to this Contract. Costs not included and pre-approved by the RRC shall not be eligible for reimbursement.

VII. FUNDING.

7.01. NO DEBT. This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or RRC and/or HHSC in violation of TEX. CONST. art. III, § 49. In compliance with TEX. CONST. art. VIII, § 6, it is understood that all obligations of RRC hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

VIII. LIABILITY.

8.01. To the extent authorized under the Constitution and laws of the State of Texas, RRC agrees to indemnify and hold harmless HHSC, their officers, and employees from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Contract, including but not limited to the use and reliance by RRC obtained from the activities performed by HHSC under this Contract.

8.02. Both Parties agree that upon receipt of a notice of claim or action arising out of the Contract, the Party receiving such notice will notify the other Party promptly. RRC agrees to jointly coordinate any defense against any actions brought or filed against HHSC, their officers, and/or employees with respect to the services provided to RRC under this Contract, whether such claims or actions are rightfully brought or filed; and subject to the statutory duty of The Texas Attorney General.

IX. FORCE MAJEURE.

9.01. FORCE MAJEURE. Except as otherwise provided, neither RRC nor HHSC is liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

X. GOVERNING LAW AND VENUE.

10.01. GOVERNING LAW AND VENUE. This Contract shall be governed and construed in accordance with the laws of the State of Texas. **VENUE OF ANY SUIT BROUGHT FOR BREACH OF THIS CONTRACT SHALL BE FIXED IN ANY COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS; provided, however, the foregoing shall not be construed as a waiver of sovereign immunity by either Party.**

10.02. DISPUTE RESOLUTION. The Parties agree to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies as may be available under Texas law.

10.03. SEVERANCE. Should any one or more provisions of this Contract be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Contract and shall not affect the validity of all other provisions of this Contract, which shall remain of full force and effect.

10.04. HEADINGS. The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract.

10.05. LEGAL NOTICES. Any legal notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or HHSC, as the case may be, at the addresses set forth below, with a copy to the Party Representative:

RRC:

The Railroad Commission of Texas
Attn: Office of General Counsel
1701 North Congress Ave
Austin, TX 78701

HHSC:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe St.
Austin, TX 78751

Notice given in any other manner shall be deemed effective only when received by the Party to be notified. Either Party may change its address for receiving legal notice by written notice to the other Party as herein provided.

XI. GENERAL PROVISIONS.

11.01. Both Parties are state agencies whose authority and appropriations are subject to actions of the Texas Legislature. If either Party becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either Party's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or canceled and be deemed null and void. In the event of a termination or cancellation under this section, neither Party will be liable to the other Party for any damages, which are caused or associated with such termination or cancellation. The Party terminating or canceling under this section shall not be required to provide advance notice.

11.02. The Parties do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of state government, (2) the proposed arrangements serve the interest of efficient and economical administration of the state government, (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under Contract given to the lowest responsible bidder, and (4) each Party executing this Contract on its behalf has full power and authority to enter into this Contract.

11.03. The laws of the State of Texas and the United States govern the validity and interpretation of this Contract and the legal relation of the Parties.

11.04. RRC certifies that it has the authority to Contract for the above services by authority granted in Tex. Gov. Code Ann., Chapter 771 and Texas Natural Resources Code, Chapter 81.

11.05. HHSC certifies that it has the authority to perform the services Contracted for by authority granted in Tex. Gov. Code Ann., Chapter 771 and Texas Government Code, Chapter 531.

11.06. Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party hereto.

11.07. This Contract contains all of the agreements of the Parties hereto, and no verbal or written agreement shall have any force or effect if not contained herein.

11.08. Notices (other than legal notices) shall be addressed to the RRC or HHSC Representative, as

applicable, and deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or if given in any other manner shall be deemed effective only when received by the Party to be notified.

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective on the date established in 6.01 above.

RAILROAD COMMISSION OF TEXAS

DocuSigned by:
By: Wei Wang
A320E7878B01444...
Wei Wang,
Executive Director

Date of Execution: 12/23/2022

HEALTH AND HUMAN SERVICES COMMISSION

DocuSigned by:
By: Keisha Rowe
227D32BA5BC64B1...
Keisha Rowe,
Associate Commissioner Health, and
Independence

Date of Execution: 12/27/2022

RRC use only below this line.
Division Director: MP
Assistant Executive Director: RC
Director of Operations: tl
Office of General Counsel: DS