

**INTERAGENCY COOPERATION CONTRACT
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

This Interagency Cooperation Contract (IAC) is entered into between the Texas Comptroller of Public Accounts (Performing Agency) and the Texas Department of State Health Services (Receiving Agency) pursuant to the authority granted by and in compliance with the provisions of Texas Government Code Chapter 771.

**SECTION I
CONTRACTING PARTIES**

Performing Agency: **Texas Comptroller of Public Accounts**

Receiving Agency: **Texas Department of State Health Services**

**SECTION II
STATEMENT OF SERVICES TO BE PERFORMED**

The Performing Agency implements and maintains a state vehicle fleet data management system (TxFS) for the Receiving Agency to report fleet operating expenses and uses, as required by Texas Government Code § 2171.101.

TxFS will be accessible through a web-based interface. TxFS will provide forms for efficient entry of vehicle fleet data as required by the State Vehicle Management Plan. TxFS allows the Receiving Agency to: 1) batch and load relevant data from internal legacy systems, 2) provide fiscal and managerial reports for both direct asset management and oversight needs, and 3) remain flexible to accommodate future Receiving Agency or legislative needs.

All funds collected through interagency agreements for TxFS, will be expended solely on the annual maintenance charge, system enhancements, and direct cost incurred in delivering user training.

**SECTION III
BASIS FOR CALCULATING REIMBURSABLE COSTS**

The Receiving Agency will reimburse the Performing Agency for actual costs incurred in carrying out the services authorized in Section II of this IAC.

The Parties have calculated the Receiving Agency charges using its 2021 Fiscal Year vehicle count of 155 as of 8/25/2021. The assessment rate is \$9.25 per vehicle for entities owning five (5) vehicles or more, or \$25.00 total for entities owning less than five (5) vehicles.

**SECTION IV
CONSIDERATION AND PAYMENT FOR SERVICES**

4.01 PAYMENT. Receiving Agency will pay a one-time lump sum payment of \$1,433.75 to the Performing Agency within 30 days of execution of this IAC through the Interagency Transaction Voucher process, in accordance with Texas Government Code § 771.008.

4.02 ITV INFORMATION. The AY21 RTI is 302834. The Vendor Number is 33043043042. The Mail Code is 000.

**SECTION V
TERM; TERMINATION; AMENDMENT**

5.01 TERM.

- a. This IAC is effective when fully executed by the Parties and continues until August 31, 2022, unless terminated sooner as provided in Section 5.02 of this IAC. This IAC may also be extended by agreement of both Parties as provided in Section 5.03 of this IAC.
- b. Both Parties acknowledge that a portion of services that are the subject of this IAC have been provided prior to the effective date of this IAC.

5.02 TERMINATION. Either Party may terminate this IAC for convenience by providing 30 days written notice to other Party.

5.03 AMENDMENT. This IAC may be amended only in writing by an instrument signed by the Parties.

**SECTION VI
ADDITIONAL PROVISIONS**

6.01 AUDIT. The Parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321 of the Texas Government Code. Performing Agency will have the right to conduct an on-site audit of Receiving Agency, including relevant documents and security compliance procedures that are relevant to the Services provided pursuant to this IAC, using procedures developed by the Parties.

6.02 DISPUTE RESOLUTION. The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this IAC. Nothing in this paragraph shall preclude either Party from pursuing any and all remedies available under Texas law.

6.03 TEXAS PUBLIC INFORMATION ACT. Each Party is responsible for complying with the provisions of Texas Government Code, Chapter 552 (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Each Party must handle responses to requests for confidential information in accordance with the provisions of the Texas Public Information Act.

6.04 ASSIGNMENT AND SUBCONTRACTING. Neither Party will assign any interest in this IAC or subcontract under it without the prior, written consent of the other Party, unless authorized by law.

6.05 AVAILABILITY OF FUNDS; LEGISLATIVE ACTION. 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 a lack of appropriated funds that would render either Party's delivery or performance under the IAC impossible or unnecessary, the IAC will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this paragraph, neither Party will be liable to the other for any damages that are caused or associated with the termination or cancellation. The Party terminating or cancelling under this paragraph shall not be required to provide advance notice.

6.06 FORCE MAJEURE. Neither Party shall be liable to the other for any delay in, nor failure of performance of, any requirement included in this IAC 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, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of 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.

6.07 NO WAIVER. This IAC shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this IAC or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither Party waives any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering into this IAC or by its conduct prior to or subsequent to entering into this IAC.

6.08 SEVERABILITY. If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this IAC shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

6.09 HEADINGS. The headings used in this IAC are for ease of reference only and will not be used to interpret any aspect of this IAC.

6.10 SURVIVAL. The expiration or termination of this IAC shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

6.11 ENTIRE AGREEMENT. This IAC constitutes the entire agreement of the Parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this IAC shall be of no force or effect, unless contained in a subsequent writing, signed by both Parties, unless otherwise specified herein.

SECTION VII NOTICES

Any notice required or permitted to be delivered under this IAC is deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the proper Party at the addresses set forth below.

Performing Agency:	Texas Comptroller of Public Accounts Statewide Procurement Division James Keith, Fleet Specialist james.keith@cpa.texas.gov (512) 463-4974
Mailing Address:	James Keith Comptroller of Public Accounts P.O. Box 13186 Austin, TX 78711-3186 james.keith@cpa.texas.gov
Receiving Agency:	Texas Department of State Health Services Vijay Ponnaiya Vijay.Ponnaiya@hhs.texas.gov
With Copy To:	Texas Department of State Health Services Donna Sheppard Chief Financial Officer donna.sheppard@dshs.texas.gov

Notice given in any other manner will be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as provided in this section.

SECTION VIII CERTIFICATIONS

THE UNDERSIGNED CONTRACTING PARTIES certify that (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies, or materials covered by this contract 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) this IAC neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its appropriated funds.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Texas Government Code Chapter 771 and § 2171.101, and 34 Texas Administrative Code §§ 20.431-435.

PERFORMING AGENCY further certifies that it has the authority to perform services contracted for by

authority granted in Texas Government Code Chapter 771 and § 2171.101, and 34 Texas Administrative Code §§ 20.431-.435.

**SECTION IX
SIGNATORIES**

The undersigned signatories have full authority to enter into this IAC on behalf of the respective Parties.

**PERFORMING AGENCY:
COMPTROLLER OF PUBLIC ACCOUNTS**



By: James Keith
Title: OVFM Personnel and Deputy Comptroller Designee
Date: 9/1/2021

**RECEIVING AGENCY:
TEXAS DEPARTMENT OF STATE HEALTH SERVICES:**

DocuSigned by:
Kirk Cole
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By: Kirk Cole
Title: Deputy Commissioner
Date: October 4, 2021