

INTERAGENCY CONTRACT
Between the
OFFICE OF THE GOVERNOR
and
TEXAS HEALTH AND HUMAN SERVICES COMMISSION

THIS INTERAGENCY CONTRACT (“IAC”) is entered into by and between the Office of the Governor, Office of State-Federal Relations (“OSFR”) and the Texas Health and Human Services Commission (“HHSC”), known collectively as the Parties (“Parties”); pursuant to the Interagency Cooperation Act, Texas Government Code Chapter 771.

SECTION I - PURPOSE OF THE IAC.

The purpose of this IAC is to establish a cooperative and mutually beneficial relationship between the Parties, in order to locate and provide administrative support to HHSC staff in Washington, D.C. working under the supervision of OSFR and to provide coordination of activities conducted on behalf of HHSC with those of OSFR.

SECTION 2 - CONTRACT PERIOD AND RENEWAL; CANCELLATION.

This IAC shall take effect on the date of last signature below (the “Effective Date”) and terminate on July 31, 2023; unless renewed, extended, or terminated pursuant to the terms and conditions of the IAC. The Parties may extend this IAC by a written amendment signed by the Parties subject to mutually agreeable terms and conditions. This IAC may be cancelled by either Party upon thirty (30) days written notice to the other Party.

SECTION 3 - STATEMENT OF SERVICES TO BE PROVIDED.

3.1 OSFR Responsibilities. The OSFR, as it deems necessary, will:

- (a) Ensure that the HHSC staff member provides any reports required by the OSFR;
- (b) Provide the HHSC staff member with office space within the OSFR’s office in Washington, D.C. (“office”) and
- (c) Provide the HHSC staff member access to telephones, copiers, and other office equipment and routinely stocked standard supplies maintained on the premises of the OSFR’s office.

3.2 HHSC Responsibilities. HHSC will:

- (a) Provide one professional HHSC staff member on full-time assignment in Washington, D.C.; and

(b) Pay the salary and travel expenses of the HHSC staff member.

3.3 Mutual Responsibilities. Consistent with Tex. Gov't Code, §751.012, the Parties agree that the HHSC staff member will:

(a) Work under the supervision of the OSFR and shall coordinate activities conducted on behalf of HHSC with the OSFR;

(b) Report directly to HHSC's administrative head or the presiding officer of HHSC's governing body;

(c) Have an officially recognized role in HHSC's budget planning process; and

(d) Provide periodic updates of activities at meetings of HHSC's governing body.

SECTION 4 - CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to act on behalf of their respective Party.

Wes Hambrick, Director
Office of the Governor
Office of State-Federal Relations
P.O. Box 12428
Austin, Texas 78711

Kate Hendrix, Chief of Staff
Texas Health and Human Services Commission
P.O. Box 13247
Austin, Texas 78711

SECTION 5 – FIXED MONTHLY CONTRACT AMOUNT; MAXIMUM AMOUNT OF CONTRACT

(a) HHSC shall reimburse the OSFR at the rate of Two Thousand Dollars (\$2,000.00) per month for operating expenses, rent, and administrative staff costs associated with occupying space in the OSFR's office as specified by SB 1, 87th Legislature; Article I, Trusteed Programs Within the Office of the Governor; Rider 17.

Modifications to the fixed monthly amount due to actions of the Texas Legislature shall take effect upon the effective date of the change without requiring amendment to this IAC.

(b) The maximum amount of this IAC shall not exceed Forty-Eight Thousand Dollars (\$48,000), unless increased by a written amendment signed by the Parties.

SECTION 6 - PAYMENTS.

HHSC shall pay the costs of this IAC from appropriations items or accounts of HHSC from which like expenditures would normally be paid, based upon vouchers drawn by HHSC payable to the OSFR.

Payments for service performed shall be billed quarterly. Those payments are due on the last day of the last month of the quarter; therefore, quarterly payments are due on November 30, February 28, May 30, and August 31 of each fiscal year. Payments received by the OSFR shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

SECTION 7 - MISCELLANEOUS PROVISIONS.

7.1. State Auditor. The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this IAC or indirectly through a subcontract under the IAC. Acceptance of funds directly under the IAC or indirectly through a subcontract under this IAC acts as acceptance of the authority of the State Auditor, under the direction or the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

7.2. State Employment. The HHSC staff member is a state employee of HHSC. This IAC does not constitute an employment agreement between the HHSC staff member and the OSFR.

7.3. Entire Agreement; Amendment. This IAC constitutes the entire agreement of the Parties. This IAC may be amended by written agreement between the Parties.

SECTION 8 – 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.

HHS001124300001

HHSC further certifies that it has statutory authority to contract for the services described in this contract under Texas Government Code §531.039.

The OSFR further certifies that it has statutory authority to contract for the services described in this contract under Texas Government Code §751.012.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

DocuSigned by:
Kate Hendrix
B767433F1D70408...
Signature

Kate Hendrix

Printed Name

Chief of Staff

Title

December 30, 2021

Date

OFFICE OF THE GOVERNOR, OFFICE OF STATE-FEDERAL RELATIONS

DocuSigned by:
Jordan Hale
08CADC05409F450...
Signature

Jordan Hale

Printed Name

Deputy Chief of Staff

Title

December 30, 2021

Date