

**INTERAGENCY COOPERATION CONTRACT  
BETWEEN  
COMPTROLLER OF PUBLIC ACCOUNTS  
AND  
HEALTH AND HUMAN SERVICES COMMISSION**

This Interagency Cooperation Contract (IAC) is entered into by and between the Comptroller of Public Accounts and the Health and Human Services Commission, each a Party and collectively the Parties, pursuant to the authority granted by and in compliance with the provisions of Texas Government Code Chapter 771.

**SECTION I  
CONTRACTING PARTIES**

Performing Agency: **Comptroller of Public Accounts**

Receiving Agency: **Health and Human Services Commission**

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

The Performing Agency will implement and maintain 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 system 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, 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 agreed upon in Section II of this IAC.

The Parties have calculated the Receiving Agency charges using its 2022 Fiscal Year vehicle count of 1,644 as of August 26, 2022. 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 \$15,207.00 to the Performing Agency within thirty (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 AY22 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 on the signature date of the latter of the Parties to sign this IAC and terminates on August 31, 2023, 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 thirty (30) day's written notice to other Party.

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

**SECTION VI  
ADDITIONAL PROVISIONS**

6.01 AUDIT. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract. The acceptance of funds directly under this IAC acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigations of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information that state auditor considers relevant to the investigation or audit.

The Parties shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Texas Government Code §2262.154.

The Performing Agency shall have the right to conduct an on-site audit of Receiving Agency, including relevant documents and security compliance procedures relevant to the services provided pursuant to this IAC.

6.02 DISPUTE RESOLUTION. The dispute resolution process provided for in Chapter 2260 of the

Texas Government Code must be used to attempt to resolve any disputes arising under this IAC.

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 its rights under this IAC or delegate the performance of its duties under the IAC without the prior written approval of the other Party. Any attempted assignment in violation of this provision is void and without effect.

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 any provision of this IAC is construed to be illegal, invalid or unenforceable, such construction will not affect the legality, validity or enforceability of any of its other provisions. It is the intent and agreement of the Parties to this IAC that this IAC shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions to this IAC will continue in full force and effect.

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 for any reason does not release the Parties from any liability or obligation set forth in this IAC that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of this IAC.

6.11 GOVERNING LAW; VENUE. This IAC shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this IAC is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identified its applicability to the contracting Parties.

6.12 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.

<b>Performing Agency:</b>	Comptroller of Public Accounts Statewide Procurement Division Office of Vehicle Fleet Management <a href="mailto:ovfm@cpa.texas.gov">ovfm@cpa.texas.gov</a> (512) 463-4974
<b>With Copy to:</b>	Comptroller of Public Accounts Nicklaus Watson <a href="mailto:Nicklaus.watson@cpa.texas.gov">Nicklaus.watson@cpa.texas.gov</a>
<b>Mailing Address:</b>	Office of Vehicle Fleet Management Comptroller of Public Accounts P.O. Box 13186 Austin, TX 78711-3186 <a href="mailto:ovfm@cpa.texas.gov">ovfm@cpa.texas.gov</a>
<b>Receiving Agency:</b>	Health and Human Services Commission Vijay Ponnaiya <a href="mailto:Vijay.Ponnaiya@hhs.texas.gov">Vijay.Ponnaiya@hhs.texas.gov</a>
<b>With Copy To:</b>	Health and Human Services Commission Trey Wood Chief Financial Officer <a href="mailto:trey.wood@hhs.texas.gov">trey.wood@hhs.texas.gov</a>

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 receiving notice by notifying the other Party in writing.

**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 statutory authority to contract for the above services under Texas Government Code Chapter 771 and §2171.101, and 34 Texas Administrative Code §20.431-435.

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

**SECTION IX  
SIGNATORIES**

Each Party represents and warrants that the person executing this IAC on its behalf has full power and authority to enter into this IAC.

**PERFORMING AGENCY:**

**COMPTROLLER OF PUBLIC  
ACCOUNTS**

A handwritten signature in black ink, appearing to read 'J. Keith', is written over the printed name of the signatory.

By: James Keith  
Title: OVFM Personnel and Deputy Comptroller Designee  
Date: 9/1/2022

**RECEIVING AGENCY:  
HEALTH AND HUMAN SERVICES COMMISSION**

By: **Scott M  
Schalchlin**  Digitally signed by Scott  
M Schalchlin  
Date: 2022.10.10  
14:13:05 -05'00'

Title:

Date: