

STATE OF TEXAS
TRAVIS COUNTY

Contract ID No. EMS HHS001318500001
Performer's TIN 34054054050

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT is entered into between the governmental entities in Section I (Contracting Parties) under the authority of the Texas Government Code Chapter 771 (the Interagency Cooperation Act).

I. CONTRACTING PARTIES

Receiving Agency: Texas Department of State Health Services

Performing Agency: Department of Public Safety (DPS)

II. STATEMENT OF SERVICES

DPS will provide criminal history record information (CHRI) in accordance with the Receiving Agency's authorizing statute.

III. USE OF CRIMINAL HISTORY RECORD INFORMATION

- a. Receiving Agency will comply with all current and future state and federal laws, regulations, and policies related to information received under this Contract.
- b. Receiving Agency certifies that it has read and understood Texas Government Code § 411.085 regarding the penalty for unauthorized obtaining, use, or disclosure of criminal history information. A copy of this statute may be found here: <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.411.htm#411.085>.

IV. BASIS FOR CALCULATING REIMBURSABLE COSTS

Costs associated with this Contract are based upon the type of service rendered as noted in this Section.

- a. Fingerprint-based submission is \$15.00 per Texas search.
- b. Name-based inquiry is \$1.00 per Texas search.
- c. Federal Bureau of Investigation (FBI) fingerprint-based submission is \$13.25 per national search.
- d. DPS may elect to assess a fee of \$1.00 per review of a CHRI record subscribed to through the Clearinghouse (costs are subject to change as appropriate based upon costs assessed by FBI for this service).

- e. Non-criminal justice electronic fingerprint capture service (contracted service) is \$10.00.
- f. At the request of the Receiving Agency, DPS may resubmit fingerprint cards for a fee of \$28.25. The appropriate statutory authority must exist and be followed.

All fees are subject to adjustment resulting from mandated legislation or regulation. Monthly invoices will reflect actual fees assessed.

V. CONTRACT AMOUNT

The total amount of services provided is based upon demand, but the total amount of this Contract will not exceed \$11,000 per biennium.

VI. PAYMENT FOR SERVICES

The Receiving Agency will pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to the Performing Agency.

DPS will invoice payments for services performed monthly.

Payments received by the Performing Agency will be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VII. TERM OF CONTRACT

The Contract is effective on September 1, 2023, or upon execution, whichever occurs later, and will terminate on August 31, 2025.

THE UNDERSIGNED CONTRACTING PARTIES certify that:

- (1) The services or resources specified in this Contract are necessary and authorized for activities that are properly within the statutory functions and programs for each party;
- (2) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (3) The services or resources agreed upon are not required by Article XVI, Section 21 of the Texas Constitution to be provided under a contract awarded to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to conduct CHRI searches granted by Texas Government Code § 411.110, including current appropriations.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by the authority granted in Texas Government Code § 411.083 (Dissemination of Criminal History Record

Information).

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

RECEIVING AGENCY

Texas Department of State Health Services

DocuSigned by:

Timothy Stevenson

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Timothy Stevenson

Associate Commissioner

May 2, 2023

Date

PERFORMING AGENCY

Department of Public Safety

DocuSigned by:

Steven C. McCraw

C785F223C422405

Steven C. McCraw (or designee)

Director

08/18/2023

Date DS



OGC Reviewed