

## INTERAGENCY COOPERATION CONTRACT

This Interagency Cooperation Contract (“Contract”) is entered into effective September 1, 2023 (“Effective Date”), by and between the State agencies shown below as Contracting Agencies, pursuant to authority granted in and in compliance with the *Interagency Cooperation Act, Chapter 771, Texas Government Code*.

### I. CONTRACTING AGENCIES:

Receiving Agency: Texas Department of State Health Services (DSHS), an agency of the State of Texas  
1100 W. 49<sup>th</sup> Street  
P.O. Box 149347  
Austin, TX 78756

Performing Agency: The University of Texas at Austin, an agency of the State of Texas  
Extended Education Ventures  
Extended Campus Custom Training (ECCT)  
UT Administration Building (UTA)  
1616 Guadalupe Street  
2<sup>nd</sup> Floor, Room 2.408  
Austin, TX 78701-1256

### II. PURPOSE:

The purpose of this Contract is for Receiving Agency to obtain the services of Performing Agency to provide various executive coaching services to three DSHS employees, Christy Havel Burton and two new employees.

### III. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency will perform the work and provide services in accordance with **Exhibit A – Statement of Work and Budget**. If additional services are needed, Receiving Agency will notify Performing Agency, and the additional training services will be added to the Agreement in a duly executed amendment.

### IV. WARRANTIES:

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter 771, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Agency warrants that (1) it has authority to perform the services under authority granted in *Texas Education Code, Section 65.31* and *Texas Government Code, Chapter 771*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

### V. BASIS FOR CALCULATING REIMBURSABLE COSTS:

DSHS will reimburse Performing Agency for costs actually incurred in accordance with **Exhibit A – Statement of Work and Budget**.

**VI. CONTRACT AMOUNT:**

Receiving Agency will compensate Performing Agency in accordance with **Exhibit A – Statement of Work and Budget**. The total amount of this Contract shall not exceed twenty six thousand four hundred dollars and zero cents (\$26,400.00) for the initial term of the agreement. This estimated amount includes the costs for the maximum number of additional trainees (ref. **Exhibit A**).

**VII. PAYMENT FOR SERVICES:**

Performing Agency will invoice Receiving Agency for services within seven (7) days of completion of each training session.

In accordance with Chapter 771, *Texas Government Code*, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed 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 Performing Agency.

**VIII. TERM OF CONTRACT:**

This Contract will begin on the Effective Date and will expire on August 31, 2024. The term of the Contract may be extended annually by a written modification signed by the duly authorized representatives of the parties here to.

**IX. TERMINATION:**

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the thirty (30) day period.

**X. NOTICES:**

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Agency: Department of State Health Services  
1100 W. 49<sup>th</sup> Street  
Austin, TX 78756  
Attention: Kenn Purcell

If to Performing Agency: The University of Texas at Austin

Office of the Vice President and CFO  
110 Inner Campus Drive, Suite 102  
Austin, TX 78712  
Attention: Daniel T. Slesnick

With copy to:

The University of Texas at Austin  
Extended Campus Custom Training  
UT Administration Building (UTA)  
ATTN: Melissa Kirk  
1616 Guadalupe Street, Room 2.204  
Austin, TX 78701  
Email: ecct@austin.utexas.edu

or such other person or address as may be given in writing by either agency to the other in accordance with this Section.

#### **XI. RESCHEDULE/CANCELLATION POLICY:**

- A. The Performing Agency agrees to reschedule or "slip" dates for services in the event of emergencies such as acts of God, strikes, critical workloads, or any problem which results in the non-availability of personnel. If a request for rescheduling is not made far enough in advance to prevent expenditures by the Performing Agency, the Receiving Agency agrees to pay for expenditures incurred. Expenditures are defined as any costs incurred by the Performing Agency that are necessary and associated with the Performing Agency's efforts to provide service(s) as agreed upon within this document and changes/amendments hereto. Expenditures for travel and travel-related expenses will be reimbursed at the standard rate authorized by the Performing Agency, and other work-hours will be reimbursed at the fee schedule authorized in this Agreement or at the standard Performing Agency work-hour rate, whichever is more. All other expenses will be reimbursed at cost.
  
- B. If the Receiving Agency provides five (5) or fewer business days' notice to cancel a workshop, the Receiving Agency will be billed and responsible for 100% of all course fees plus all non-refundable travel expenses incurred (ex. Instructor airfare). If the Receiving Agency provides six (6) to thirty (30) business days' notice, the Receiving Agency will be billed and responsible for 50% of all course fees plus all non-refundable travel expenses. If more than thirty (30) business days' notice is given, the Receiving Agency will be responsible for 20% of all course fees plus all non-refundable travel expenses. If a course is scheduled 30 days or more in advance and cancelled within five (5) business days of scheduling the course, the Receiving Agency will not be responsible for any fees or expenses.

#### **XII. CONTACTS:**

Contact for Receiving Agency is:

Kenn Purcell  
Executive Assistant to Office of the Chief Financial Officer  
Phone: 512-776-7640  
Email: kenn.purcell@dshs.texas.gov

Contact for Performing Agency is: Melissa Kirk  
Senior Administrative Program Coordinator  
Phone: 512-471-0317  
Email: melissa.kirk1@austin.utexas.edu

**XIII. CERTIFICATION.** The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected State agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Contract to be effective as of the Effective Date.

**RECEIVING AGENCY:**

**PERFORMING AGENCY:**

Department of State Health Services

The University of Texas at Austin

By: Christy Havel Burton  
EB05B072A9EC44D...

By: Linda Shaunessy  
D9E4716847F042B...

Name: Christy Havel Burton

Name: Linda Shaunessy

Title: Chief Finance Officer

Title: Business Contracts Administrator

Date: November 3, 2023

2023-10-30 | 15:20:45 PDT  
Date: \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK AND BUDGET**

**I. Statement of Work**

A. The Performing Agency responsibilities:

1. Performing Agency will provide executive coaching services to three DSHS employees, Christy Havel Burton and two staff members ("Client(s)").
2. Coaching services will be performed in bi-weekly one-hour sessions. Totalling up to sixteen (16) sessions per person or forty eight (48) sessions total. Each session is typically up to one (1) hour unless agreed upon by both coach and Client. There will be up to four (4) sessions a month per Client.
3. Coaching sessions will be either in-person, virtual, or phone. If Client needs to reschedule an appointment, the coach may work with the Client to reschedule when possible. A minimum of 24 hours' notice is required for any rescheduled or canceled appointments. If a session is canceled under 24 hours' notice, a fee of \$100.00 will be charged.

B. Receiving Agency responsibilities:

1. Attend and participate in scheduled coaching sessions.
2. If additional services are needed, then Receiving Agency will contact ECCT.
3. Notify the Performing Agency in writing if any special arrangements (such as interpreters, computers, etc.) are required under the Americans with Disabilities Act. Receiving Agency will provide this notice far enough in advance of the training to allow the required arrangements to be made, and Receiving Agency will be responsible for any expenses required to comply with ADA. Receiving Agency must abide by the University of Texas at Austin Disability & Access (D&A) policies regarding disability services.

Reference: <https://diversity.utexas.edu/disability/documentation-guidelines/> for documentation guidelines.

**II. Statement of Work Budget and Invoicing**

The Receiving Agency will compensate Performing Agency for successful completion of services as outlined in this Exhibit A.

Performing Agency will invoice the Receiving Agency monthly.

- Individual sessions at \$550 per hour
- Group sessions at \$850.00 per hour
- Session Cancellation Fee (under 24 hours' notice): \$100.00

**Certificate Of Completion**

Envelope Id: 4044B0A090CD44E282C75AC39021A472	Status: Completed
Subject: Please DocuSign: HHS001412100001 The University of Texas at Austin Base Contract	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	CMS Internal Routing Mailbox
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Road
	#100
	Reston, VA 20190
	CMS.InternalRouting@dshs.texas.gov
	IP Address: 167.137.1.7

**Record Tracking**

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
11/3/2023 9:20:58 AM	CMS.InternalRouting@dshs.texas.gov	

**Signer Events**

Signature	Timestamp
Susana Garcia Susana.Garcia@dshs.texas.gov CTCM, Unit Director DSHS Security Level: Email, Account Authentication (None)	Sent: 11/3/2023 9:29:26 AM Viewed: 11/3/2023 9:50:09 AM Signed: 11/3/2023 9:50:27 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

PATTY MELCHIOR Patty.Melchior@dshs.texas.gov Patricia Melchior, Director, DSHS CMS Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 167.137.1.12	Sent: 11/3/2023 9:50:29 AM Viewed: 11/3/2023 12:09:14 PM Signed: 11/3/2023 12:09:40 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Christy Havel Burton christy.havelburton@dshs.texas.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 167.137.1.9	Sent: 11/3/2023 12:09:41 PM Viewed: 11/3/2023 12:52:54 PM Signed: 11/3/2023 12:53:06 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>CMS Internal Routing Mailbox            CMS.InternalRouting@dshs.texas.gov            DSHS Contract Management Section            Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>            Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> <b>COPIED</b> </div>	<p>Sent: 11/3/2023 12:53:07 PM            Resent: 11/3/2023 12:53:10 PM</p>
<p>Amanda Mendez            amanda.mendez@dshs.texas.gov            Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>            Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> <b>COPIED</b> </div>	<p>Sent: 11/3/2023 12:53:07 PM            Viewed: 11/3/2023 1:24:29 PM</p>
<p>Melissa Kirk            ECCT@austin.utexas.edu            Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>            Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> <b>COPIED</b> </div>	<p>Sent: 11/3/2023 12:53:08 PM            Viewed: 11/3/2023 12:54:23 PM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	11/3/2023 12:53:06 PM
Completed	Security Checked	11/3/2023 12:53:08 PM

Payment Events	Status	Timestamps
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