

**INTERAGENCY COOPERATION CONTRACT
BETWEEN THE TEXAS EDUCATION AGENCY AND
THE STATE OFFICE OF ADMINISTRATIVE HEARINGS**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This INTERAGENCY CONTRACT (the "Contract") is made and entered into by and between Texas Education Agency ("Receiving Agency") and the State Office of Administrative Hearings ("Performing Agency") for administrative hearing services pursuant to the authority granted in the Interagency Cooperation Act, Tex. Gov't Code § 771.001, *et seq.* and pursuant to Tex. Gov't Code § 2003.021(b)(4).

SECTION I. CONTRACT REPRESENTATIVES

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

Performing Agency

Name:	State Office of Administrative Hearings
Address:	P.O. Box 13025
Contact Person:	Cynthia Reyna, General Counsel
City and Zip:	Austin, Texas 78711-3025
Telephone:	(512) 936-6624
Fax number:	(512) 475-4994
E-Mail Address:	Cynthia.Reyna@soah.texas.gov

Receiving Agency

Name:	Texas Education Agency
Address:	1701 N. Congress Avenue
Contact Person:	Diane Saldaña
City and Zip:	Austin, Texas 78701
Telephone:	(512) 463-9728
Fax number:	(512) 475-3662
E-Mail Address:	diane.saldana@tea.texas.gov

SECTION II. STATEMENT OF SERVICES TO BE PROVIDED

Performing Agency shall conduct for Receiving Agency all administrative hearings in contested cases under Texas Government Code § 2001.001, *et seq.*, and handle all matters related thereto, including pre-hearing and post-hearing matters, and the issuance of proposals for decision. Performing Agency also may provide alternative dispute resolution services (mediation) for

Receiving Agency. During the term of this Contract, Performing Agency shall act pursuant to Texas Government Code § 2003.001, *et seq.*, Texas Government Code § 2001.001, *et seq.*, and other applicable law.

SECTION III. CONTRACT PERIOD AND RENEWAL

This Contract is effective on September 1, 2017 and terminates on August 31, 2019 unless renewed, extended, or terminated pursuant to the terms and conditions of this Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

SECTION IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both Parties.

SECTION V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract is not to exceed \$262,400 for the biennium or \$131,200 per fiscal year.

Receiving Agency shall pay the Performing Agency in equal quarterly payments of \$26,240. Payment shall be made to Performing Agency in accordance with section 2003.024, Texas Government Code. Performing Agency shall issue an invoice for the amount due at the start of each fiscal year and each quarter thereafter.

Because the Receiving Agency will partially pay the Performing Agency with funds other than General Revenue, Receiving Agency must also reimburse the Performing Agency on a proportionate basis for employee benefit costs for salaries and wages. S.B. 1, General Appropriations Act, 85th Legislature, Article VIII, SOAH bill pattern, Rider 4.

For any non-General Revenue funds paid by Receiving Agency to Performing Agency, Receiving Agency must, in addition, submit the required reimbursement to Performing Agency. The required reimbursement is determined by calculating 25% of the non-General Revenue payment. Any required reimbursement payments must be paid in addition to the total Contract amount set out above. For example, if Receiving Agency pays the full Contract amount with non-General Revenue funds, the total required reimbursement would be fifty-two thousand, four hundred and eighty dollars (\$52,480), or twenty-six thousand, two hundred forty dollars (\$26,240) per fiscal year. Receiving Agency shall determine required reimbursement on a quarterly basis and add the reimbursement amount to the quarterly payment.

Receiving Agency shall pay for services received from appropriation items or accounts of Receiving Agency from which like expenditures would normally be paid. Payments received by Performing Agency shall be credited to its current appropriation items or accounts from which expenditures of that character were originally made.

SECTION VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the Contract Representatives identified in Section I above.

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

SECTION VII. AUDIT OF CONTRACT

Performing Agency understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Performing Agency and the requirement to cooperate is included in any subcontract it awards.

SECTION VIII. DISPUTE RESOLUTION

The dispute resolution process provided for in Tex. Gov't Code Ch. 2009 must be used by Performing Agency and Receiving Agency to attempt to resolve all disputes arising under this Contract.

SECTION IX. 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.

The Receiving Agency further certifies that it has statutory authority to contract for the services described in this contract under Tex. Gov't Code § 771.003.

SOAH CONTRACT NO.
TEA CONTRACT NO. 3748

The Performing Agency further certifies that it has statutory authority to contract for the services described in this contract under Tex. Gov't Code § 771.003, Tex. Gov't Code § 2001.001, *et seq.*, and Tex. Gov't Code § 2003.021(b)(4).

SIGNATURE PAGE FOLLOWS

SOAH CONTRACT NO.
TEA CONTRACT NO. 3748

SIGNATURE PAGE FOR SOAH CONTRACT NO.

TEXAS EDUCATION AGENCY



Kara Belew
Deputy Commissioner of Finance Administration
Texas Education Agency

August 15, 2017
Date

STATE OFFICE OF ADMINISTRATIVE HEARINGS



Lesli G. Ginn
Chief Administrative Law Judge

8.16.17
Date

Approved as to form

By: Cynthia Reyna
Cynthia Reyna, General Counsel

8/16/2017
Date