

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

<b>Division Number:</b> 160	<b>Program Name:</b> General Counsel
<b>Org. Code:</b> _____	<b>Legal/Funding Authority:</b> _____
<b>Speed Chart:</b> _____	TGC 771.001 & TGC 2003.021 (b)(4)
State Office of Administrative Hearings	
<b>Payee Name:</b> (SOAH)	<b>ISAS Contract #:</b> 3310
<b>Payee ID:</b> 3360360360	<b>PO #:</b> 34424

**INTERAGENCY CONTRACT**

**Section 1.0 AGENCIES AND AUTHORITY:**

This Interagency Contract (IAC) is entered into by and between the Texas Education Agency (Receiving Agency) and the State Office of Administrative Hearings (Performing Agency), pursuant to the Interagency Cooperation Act, Tex. Gov't Code § 771.001 et seq. and pursuant to Tex. Gov't Code § 2003.021(b)(4).

**Section 2.0 STATEMENT OF SERVICES:**

Performing Agency shall conduct for Receiving Agency all administrative hearings in which Receiving Agency is a party, irrespective of whether the case is governed by Tex. Gov't Code § 2001.001 et seq. In addition, Performing Agency shall handle all matters related to the hearings, including prehearing and post-hearing matters, the issuance of the proposal for decision, and if required, shall appear before Receiving Agency to present the proposal for decision. Performing Agency shall also perform for Referring Agency alternative dispute resolution services (mediation).

During the term of this Contract as set forth in Section VI below, Performing Agency shall act pursuant to Tex. Gov't Code § 2003.001 et seq., Tex. Gov't Code § 2001.001 et seq., and all other applicable law.

**Section 3.0 TERM OF CONTRACT:**

This IAC is to begin September 1, 2015 and shall terminate on August 31, 2017.

**Section 4.0 AMOUNT:**

The total amount of this IAC shall not exceed \$ 230,000 plus non-general revenue fringe reimbursement for the original term of the IAC. The \$230,000 is split at \$115,000 for each fiscal year.

**Section 5.0 PAYMENT FOR SERVICES:**

The total amount of this Contract for the biennium is \$ 230,000 plus non-general revenue fringe reimbursement. The total Contract amount includes \$230,000.00 for services provided by the Performing Agency (\$115,000.00 for each fiscal year). Receiving Agency shall pay the annual contract amount in quarterly payments of \$28,750.00. Providing Agency shall submit a payment request for \$28,750.00 to Receiving Agency on or about the first business day of each quarter, with the first quarter beginning September 1, 2015, for fiscal year 2016 and beginning September 1, 2016, for fiscal year 2017. Payment shall be made to SOAH in accordance with the Texas Interagency Cooperation Act, Texas Government Code, Chapter 771.

Receiving Agency will also be responsible for reimbursing fringe costs in proportion to the non-general revenue funding that will be used to pay the \$115,000 in each fiscal year. Total fringe costs (including non-reimbursed general revenue costs) are projected at \$25,300 for fiscal year 2016 and \$26,335 for fiscal year 2017. Receiving Agency must reimburse Performing Agency for employee benefit costs for salaries and wages paid by non-general revenue funds. General Appropriations Act, 84th Legislature, Article VIII, SOAH bill pattern, Rider 4.



**Section 6.0 CONTRACT MANAGEMENT:**

**6.1 Notices:** Any notice relating to this IAC, which is required or permitted to be given under this IAC by one Agency to the other Agency shall be in writing and shall be addressed to the receiving Agency at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Agency at the address specified below. Registered or certified mail with return receipt is not required for copies.

**6.2 Points of Contact:** Agencies shall direct all correspondence and notices related to the contract to:

Receiving Agency	Performing Agency
Von W. Byer	Thomas H. Walston
General Counsel	General Counsel
Texas Education Agency	State Office of Administrative Hearings
1701 N. Congress Avenue, Suite 2-150	300 W. 15th St.
Austin, Texas 78701-1494	Austin, Texas 78701-1494

**Section 7.0 CONTRACT AMENDMENT:**

Any modifications, additions, or deletions, to the terms and conditions of this IAC, including the allocation of additional funds to the current list of proposed activities, or any extensions of the IAC shall be processed through a written amendment and executed by both Agencies.

**Section 8.0 ENTIRE CONTRACT:**

This contract together with the documents mentioned herein and which are incorporated herein by this reference, contains the entire agreement between the Agencies relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both Agencies.

**8.1 Attachments:**

Attached hereto and made a part hereof by reference are the documents indicated below with an "X" beside each:

- General Provisions

**Section 9.0 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 10.0 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 9.0 CERTIFICATIONS:**

THE CONTRACTING PARTIES do hereby certify that (1) the services specified in this Contract are necessary and essential for activities that 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 state government; and (3) the services, supplies, or materials contracted for are not required by Tex. Const. art. XVI, § 21 to be supplied under contract given to the lowest responsible bidder.

**RECEIVING AGENCY** further certifies that it has the authority to perform the services contracted for by the authority granted in Tex. Gov't Code § 771.003 and in Tex. Gov't Code § 2001.001 et seq., and Tex. Gov't Code § 2003.021(b)(4).

**PERFORMING AGENCY** further certifies that it has the authority to perform the services contracted for by the authority granted in Tex. Gov't Code § 771.003 and in Tex. Gov't Code § 2001.001 et seq., and Tex. Gov't Code § 2003.021(b)(4).

Subject to approval, the authorized representatives of the undersigned Agencies bind themselves to the faithful performance of this IAC. It is mutually understood that this IAC will be effective on the earliest date shown in Section 3.0.

RECEIVING AGENCY

TEXAS EDUCATION AGENCY

By: Shirley Beaulieu  
Shirley Beaulieu  
Associate Commissioner Finance/ CFO  
9-4-15  
Date

PERFORMING AGENCY

By: Cathleen Parsley  
Cathleen Parsley  
Chief Administrative Law Judge  
9-1-15  
Date

Approved as to form

By: Thomas H. Walston  
Thomas H. Walston, General Counsel  
9/1/15  
Date

Return three (3) copies with original signature to:  
Norma Barrera  
Purchasing, Contracts and Agency Services  
Texas Education Agency  
1701 North Congress Avenue, Room 2-125  
Austin, Texas 78701-1494  
Or  
Submit Electronic Copies:  
TEAContracts@tea.texas.gov



General Provisions

**A. Definitions as used in these Contract Terms and Conditions:**

1. *Contract* means the entire interagency contract between TEA and SOAH, and all attachments, amendments, and extensions of the interagency contract.
2. *TEA* means the Texas Education Agency.
3. *SOAH* means the State Office of Administrative Hearings.
4. *Project Manager/Administrator* means the respective person(s) representing TEA or SOAH, as indicated by the Interagency Contract, for the purposes of administering the Contract Project;
5. *Contract Project* means the purpose intended to be achieved through the Contract;
6. *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;

**B. Contingency:** The Contract, including any amendments, extensions or subsequent contracts are executed by TEA contingent upon the availability of appropriated funds by legislative act.

**C. Subcontracting and Substitutions:** SOAH shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract.

**D. Records Retention:** TEA and SOAH shall each maintain their records and accounts in accordance with their respective record retention policies.

**E. Information Security Requirements and Confidential TEA Information:** SOAH will take all necessary and appropriate action within its abilities to safeguard Confidential Information submitted to SOAH by TEA or by other parties to contested case hearings and to protect it from unauthorized disclosure.

TEA shall comply with SOAH's procedural rules related to filing confidential documents in contested cases. 1 Tex. Admin. Code, Chapter 155.

SOAH shall ensure that it will not use any Confidential Information in any way that violates the provisions of FERPA, and will destroy or return all Confidential Information, including any copies with student-identifying information, within thirty (30) days of when the information is no longer required to be retained by TEA or SOAH in accordance with this Contract, applicable law, or court order.

SOAH and TEA have responsibilities for compliance with the Texas Public Information Act, Tex. Gov't Code chapter 552. To the extent required by law, each agency is responsible for replying to all public information requests for information maintained by that agency. Each agency will promptly notify the other agency of the receipt of a Texas Public Information Act request relating to confidential or exempt records received from the other agency and will coordinate responses as necessary.

**F. Point of Contact:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the respective TEA and SOAH Project Managers.

**G. Compliance with Laws:** TEA and SOAH shall comply with all laws applicable to their respective performance of duties under this contract.

**H. Governing Law:** This Contract is governed by and construed under and in accordance with the laws of the State of Texas.

**I. Public Information:** The parties acknowledge they are subject to the provisions of the Texas Public Information Act.

**J. Excluded Parties List System:** TEA and SOAH must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.

**K. FERPA; Nondisclosure; Press Releases:** TEA and SOAH will not use any student-identifying information in any way that violates the provisions of FERPA.

- L. **Termination:** This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract terms and conditions.
1. **Termination for Convenience:** TEA or SOAH may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. TEA shall be liable for reimbursing SOAH for payments due under the contract prior to the effective termination date.
  2. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either TEA or SOAH cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
  3. **Survival of Terms:** Termination of the Contract for any reason shall not release TEA or SOAH from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.