

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 215	Early Childhood
Org. Code: _____	Program Name: Intervention
Speed Chart: _____	Legal/Funding Authority: _____
Department of Assistive and Rehabilitation Services	TGC 771, General Appropriations Act, 84 th Legislature, Article II, Rider 8 and Article III Rider 34
Payee Name: _____	ISAS Contract #: 3346
Payee ID: 35385385385	PO #: 34611

INTERAGENCY CONTRACT

Section 1.0 AGENCIES AND AUTHORITY:

This Interagency Contract (IAC) is entered into by and between the Texas Education Agency hereinafter referred to as "TEA" (Receiving Agency) and the Texas Department of Assistive and Rehabilitation Services hereinafter referred to as "DARS" (Performing Agency) pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Chapter 771, of the Texas Government Code which enables state agencies to contract with other state agencies for governmental functions and services.

Section 2.0 STATEMENT OF SERVICES TO BE PERFORMED:

Appendix One, Description of Services and Budget, attached hereto, is hereby incorporated by reference and made, therefore, a part of this IAC.

Section 3.0 TERM OF CONTRACT:

This IAC is to begin September 1, 2015 and shall terminate on August 31, 2017, unless otherwise sooner terminated as provided herein.

Section 4.0 AMOUNT:

The total amount of this IAC is \$16,498,102.00 per fiscal year for a total amount not to exceed \$32,996,204.00 for the term of the IAC.

Section 5.0 PAYMENT FOR SERVICES:

Texas Education Agency (TEA) shall pay Performing Agency in a single payment due after September 1st of each fiscal year. DARS shall provide TEA with the RTI number and an invoice to transfer the funds. TEA shall pay for services received from the appropriation item or account from which the TEA would ordinarily make expenditures for similar services or resources. Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditure for the services or resources were made.

Performing Agency may submit the invoice electronically to the following email address: TEAAccountsPayable@tea.texas.gov or the Performing Agency can direct invoices to:

Texas Education Agency
Attn: Accounting Department
1701 N. Congress Avenue, Suite 2-125
Austin, Texas 78701-1494

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 email address specified below.

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

TEA (Receiving Agency)	Name (Performing Agency)
Terrie Breeden	Kimberly A. Wedel
619 Coordinator	Assistant Commissioner
Federal and State Education Policy	Division of Early Childhood Intervention Services
Texas Education Agency	Department of Assistive and Rehabilitation Services
1701 N. Congress Avenue,	4800 N. Lamar Blvd
Austin, Texas 78701-1494	Austin, Texas 78756

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 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 Appendixes:

8.1.1 Appendix One, Description of Services

8.2 Attachments:

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

- General Provisions
- Special Provisions A – Program Specific
- Special Provisions B – Debarment and Suspension Certification
- Special Provisions C – Lobbying Certification

RECEIVING AGENCY further certifies that it has the authority to transfer the funds by authority granted in: Texas Government Code, Chapter 771, Interagency Cooperation Act and the General Appropriations Act, 84th Legislative Session, Article III Rider 34.

PERFORMING AGENCY further certifies that it has authority to receive the funds and perform the above services by authority granted in: Texas Government Code, Chapter 771, Interagency Cooperation Act and the General Appropriations Act, 84th Legislative Session, Article II Rider 8.

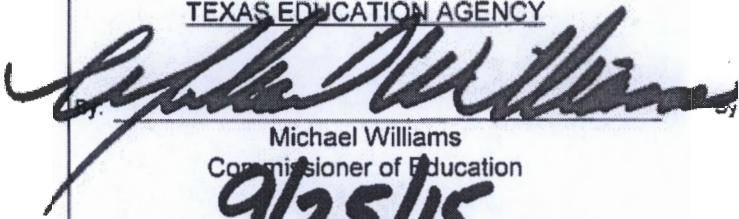
Subject to approval, the authorized representatives of the undersigned Agencies bind themselves to the faithful performance of this IAC. It is mutually understood that this IAC will be effective on the earliest date shown in Section 3.C.

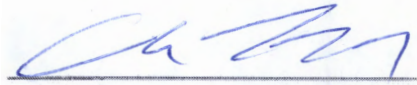
RECEIVING AGENCY

PERFORMING AGENCY

TEXAS EDUCATION AGENCY

DEPARTMENT OF ASSISTIVE AND REHABILITATION SERVICES





Michael Williams
Commissioner of Education

Chris Traylor, Executive Commissioner

9/25/15

10-1-15

Date

Date

Return two (2) 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

Submit Electronic Copies:
TEAContracts@tea.texas.gov

Appendix One Description of Services

I. Purpose and Objectives:

Child Find is a component of the Individuals with Disabilities Education Improvement Act (IDEA) 2004 that requires States and Local Education Agencies (school districts and charter schools) to identify, locate, and evaluate all children with disabilities residing in the State, regardless of the severity of their disabilities, and who are in need of special education and related services (34 CFR§ 300.111).

Child Find is a continuous process of public awareness activities, screening and evaluation designed to locate, identify, and evaluate children with disabilities who are in need of Early Childhood Intervention (ECI) Programs.

As part of the comprehensive statewide Child Find System, DARS will coordinate with other state systems to provide initial evaluations for infants and toddlers, birth to thirty-six (36) months, who are located and identified for possible early intervention services provided through the DARS ECI Services Contractors.

DARS as the lead agency, shall ensure that the Child Find system has established effective methods to inform primary referral sources about the comprehensive, transition services, and is able to disseminate information to families.

II. Timeline of Major Activities

Funds are allocated for each fiscal year 2016 and 2017. DARS shall coordinate the efforts of the ECI Service Contractors to provide an initial evaluation and assessment and make the necessary referrals to the various education, health, and social services programs.

DARS shall provide TEA a written report within seventy-five (75) days following the end of each quarter. This allows sufficient time for all data to be compiled and reported. The report shall consist of the following data but not limited to:

- Total number of referrals and types of services the children were referred to.
- Number of children evaluated and determined eligible for early childhood intervention services.
- Number of children evaluated and determined not needing services.

DARS shall provide designated program reports if requested by the Texas Legislature or the US Department of Education regarding the program as applicable.

- A. Definitions as used in these Contract Terms and Conditions:
- *Contract, Interagency Contract, IAC* means the entire document, and all of TEA's attachments, appendices, schedules, exhibits (including but not limited to the Terms and Conditions and Attachments), amendments and extensions of or to the Interagency Contract;
 - *Receiving Agency* means the Texas Education Agency, TEA or Party other than Performing Agency ;
 - *Performing Agency* means the Party to this Contract or Contractor other than TEA;
 - *Project Manager/Administrator* means the respective person(s) representing TEA or Performing Agency, as indicated by the Contract, for the purposes of administering the Contract Project;
 - *Contract Project* means the purpose intended to be achieved through the Contract;
 - *Amendment* means a contract document used to formalize revisions to the Contract mutually agreed to by both Parties.
- 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. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Performing Agency. Expenditures and/or activities for which Performing Agency may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.
- C. **Indemnification:** For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: Performing Agency, to the extent permitted by law, shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Performing Agency in performance of the Contract Project.
- D. **Records Retention and the Right to Audit:** Performing Agency shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Performing Agency in connection with the Contract Project. These records and accounts shall be retained by Performing Agency and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Performing Agency's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.
- The parties acknowledge the state Auditor's authority to conduct audits of state agencies under Chapter 321, Texas Government Code. TEA reserves the right to monitor and audit the Performing Agency's compliance with the requirements of this Contract.
- E. **Dispute Resolution:** The parties agree to use good-faith efforts to resolve questions, issues, or disputes of any nature that may arise under or by this Contract; provided, however nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.
- F. **Governing Law:** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in such county.
- G. **Federal Regulations Applicable to All Federally Funded Contracts:** The **Code of Federal Regulations (CFR)** annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. Website: http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- H. **Public Information:** The Parties acknowledge they are subject to the provisions of the Texas Public Information Act.
- I. **Excluded Parties List System:** The Texas Education Agency and the Performing Agency 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>.
- J. **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 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. In the event of such a termination, the Performing Agency shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Performing Agency that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.
2. **Termination for Cause/Default:** If the Performing Agency fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Performing Agency, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Performing Agency in writing prior to the exercise of such remedy.

The Performing Agency shall remain liable for all covenants and indemnities under the Contract. The Performing Agency shall be liable for all costs and expenses, including court costs, incurred by TEA with respect to the enforcement of any of the remedies listed herein.
3. **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 Party 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.
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Performing Agency under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Performing Agency 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, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.