INTERLOCAL COOPERATION CONTRACT **HEALTH AND HUMAN SERVICES COMMISSION** CONTRACT NO.

THE HEALTH AND HUMAN SERVICES COMMISSION ("System Agency" or "Facility") and Terrell Independent School District ("District" or "Local Government"), each a "Party" and collectively the "Parties," enter into the following contract for educational services (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

WHEREAS, the Parties desire to affirm and ratify authorized Contract services provided by Local Government for the period of August 12, 2024 through the date of Contract execution.

I. **PARTIES**

System Agency

Name -Terrell State Hospital Address: 1200 East Brin Street City and Zip: Terrell, Texas 75160 Contact Person: Stephany VanBolden

Telephone: 972-551-8563 Fax number: 972-551-8502

E-Mail Address: stephany.vanbolden@hhs.texas.gov E-Mail Address: jammie.hayes@terrellisd.org

Agency Number: 529

Local Government

Name: Terrell Independent School District

Address: 700 Catherine Street City and Zip: Terrell, Texas 75160 Contact Person: Jammie Hayes Telephone: 972-563-7580

Fax number:

Agency Number:

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in Attachment A – Statement of Work.

Ш. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on May 29, 2025, unless renewed, extended, or terminated pursuant to the terms The Parties may extend this Contract by executing an and conditions of the Contract. amendment for up two additional one-year terms subject to mutually agreeable terms and conditions.

The Parties agree that authorized services provided by Local Government in accordance with the terms and conditions of the Contract for the period of August 12, 2024 through the date of Contract execution, are hereby ratified, and all payments made by HHSC to Local Government for these services are hereby reaffirmed.

IV. **AMENDMENT**

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

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed \$150,000.00 per State fiscal year, with a total not to exceed amount of \$450,000.00, as provided for in **Attachment B – Budget**.

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 appropriate address below:

System Agency

Health and Human Services Commission Attention: Office of Chief Counsel 4601 W. Guadalupe, Mail Code 1100 Austin, Texas 78751

Local Government

Terrell Independent School District 700 Catherine Street Terrell, Texas 75160 Attention: Jammie Hayes

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.

VII. CERTIFICATIONS

The undersigned contracting parties 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 agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) 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 System Agency further certifies that it has statutory authority to contract for the services described in this contract under *Texas Health and Safety Code*, Titles 7 and 12.

The Performing Agency (Terrell Ind	ependent	School Distri	ict) further	certifies	that it	has
statutory authority to contract for the	services of	described in	this Contract	in accor	dance v	with
Texas Education Code Section 25.001.						

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS00_____

HEALTH AND HUMAN SERVICES COMMISSION	TERRELL INDEPENDENT SCHOOL DISTRICT	
Signature	Authorized Signature-Board President	
Dr. Mark Messer Printed Name	Printed Name	
<u>Superintendent</u> Title	Title	
Date of Signature	Date of Signature	
	Terrell ISD Superintendent	
	Name	
	Date of Signature	
THE FOLLOWING ATTACHMENTS TO SYSTEM AGE INCORPORATED BY REFERENCE:	NCY CONTRACT NO. HHS00 ARE HEREBY	
23, 2019		
INCORPORATED BY REFERENCE: ATTACHMENT A – STATEMENT OF WORK ATTACHMENT B – BUDGET ATTACHMENT B1 – TERRELL ISD 2024-2025 : ATTACHMENT C – UNIFORM TERMS AND C V.3.3, NOVEMBER 2023 ATTACHMENT D – DATA USE AGREEMENT	Date of Signature NCY CONTRACT NO. HHS00ARE NEW HIRE GUIDE FOR TEACHERS ONDITIONS – GOVERNMENTAL ENTITY	