

**Amendment One
to the
INTERGOVERNMENTAL COOPERATION
AGREEMENT
between the
Texas Health and Human Services
Commission and**

Hidalgo County CSCD

This Amendment One to the Intergovernmental Cooperation Agreement (this "Amendment") amends the Intergovernmental Cooperation Agreement (the "Agreement") between the parties shown below as Contracting Agencies, pursuant to the authority granted in Chapters 771 and 791 of the Texas Government Code.

I. PARTIES

Performing Agency: (Referred to herein as "LHD" or "Performing Agency")

Address:	1304 S. 25th St.
City and Zip:	Edinburg, TX 78539
Contact Person:	Eduardo Olivarez
Telephone:	(956) 383-6221
Fax Number:	(956) 383-3229
E-Mail Address:	eddie.olivarez@hchd.org

**Receiving Agency: Hidalgo County CSCD Texas Health and Human Services Commission
(Referred to herein as "HHSC" or "Receiving Agency")**

Address: 4900 North Lamar Blvd, MC-H340
City and Zip: Austin, Texas 78751
Contact Person: Sandra Faske
Telephone: (512) 462-6372
FAX Number: (512) 730-7452
E-Mail Address: Sandra.faske@hhsc.state.tx.us

II. MAIN OBJECTIVES

The Parties desire to amend the Agreement for the following purposes, among others:

- Implement a termination date to the Agreement of August 31, 2019.
- Incorporate into the Agreement the most recent version of the HHSC Data Use Agreement

(DUA) and version 1.4.1 of the HHSC Uniform Contract Terms and Conditions.

- Include a requirement that the Performing Party comply with the single audit requirements of the regulations found at 2 CFR Part 200, formerly OMB Circular A-133, to the extent applicable.

III. AMENDMENTS

The Agreement is hereby amended as follows:

- A.** Article I of the Agreement is amended by replacing the second paragraph of Article I with the following sentence: "The LHD agrees to comply with the written guidelines issued by HHSC and the regulations found at 2 CFR Part 200 and 45 CFR Parts 75 and 95 (formerly OMB Circulars A-133 and A-87) by accounting for the activities of staff providing Medicaid administration and complying with the single audit requirements found therein."
- B.** Article IV of the Agreement, entitled "Term of the Agreement," is amended by replacing it in its entirety with the following: "This agreement is to begin upon execution and shall continue until midnight on August 31, 2019. To continue to participate in the Medicaid Administrative Claiming after that date, the LHD will be required to enter into a new contract. Either party to the Agreement may terminate the Agreement by providing written notice of termination to the other party at least thirty (30) calendar days prior to the desired date of termination."
- C.** The Agreement is amended to include and incorporate by reference the attached Data Use Agreement, which shall be signed by the Parties.
- D.** The Agreement is amended to include and incorporate by reference Version 1.4.1 of the Uniform Contract Terms and Conditions of the HHSC (the "UCTC"), which may be found at www.hhsc.state.tx.us/about_hhsc/contracting/rfp_attach/General_TC.pdf. In the event of a conflict between the UCTC and the terms of the Amendment, the terms of this Amendment will control.
- E.** The Agreement is amended by adding the following provisions in Article V to the Agreement:
 - (1) The Agreement is subject to the availability of state and federal funds. If funds are not available or if available funding is reduced, the HHSC will provide the LHD with written notice of termination or request to amend the Agreement.
 - (2) Acceptance of funds under this Agreement acts as acceptance of the authority of HHSC, the State Auditor's Office (SAO), federal funding agency or any successor agency, to conduct an audit or investigation of the LHD or any subcontractors in connection with those funds during the term of the contract and thereafter, as provided by law. Upon request, the LHD and any of its subcontractors associated with the Agreement will provide HHSC, the State Auditor's Office, federal funding agency,

their successor agencies, or any of their duly authorized representatives any books, documents, papers and records which are directly pertinent to the Agreement for the purpose of conducting audits, examinations, investigations, matching funds validations, or making excerpts and transcriptions. The LHD and subcontractors associated with the Agreement will cooperate fully with the above parties in the conduct of an audit, examination, investigation, funds validation, or the making of excerpts and transcriptions.

- (3) The LHD and any subcontractors associated with the Agreement agree to permit on-site monitoring visits, as deemed necessary by the HHSC to review all financial or other records and management control systems relevant to the provision of goods and services under the Agreement. The LHD will include this requirement in any subcontract associated with the Agreement. The Parties hereby ratify that the Agreement and its terms, as modified herein, remain in full force and effect.

This Amendment is executed by the parties in their capacities as stated below.

RECEIVING AGENCY

**HEALTH AND HUMAN SERVICES
COMMISSION**

Signature:

Printed Name:

Title:

Date:

Signature:

Printed Name: Ramon Garcia

Title: Hidalgo County Judge

Date:

PERFORMING AGENCY/LHD

Contractor Legal Name: HIDALGO COUNTY
