

STATE OF TEXAS

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COUNTY OF HIDALGO

**SECOND AMENDMENT TO THE
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY AND THE
COUNTY OF HIDALGO, TEXAS FOR LAB SERVICES**

THIS AMENDMENT (“Amendment”) TO THE INTERLOCAL COOPERATION AGREEMENT between the COUNTY OF HIDALGO, TEXAS (“County”) and the UNIVERSITY OF TEXAS RIO GRANDE VALLEY (“UTRGV”), is made and entered effective March 16, 2021, between the County and Cities, collectively referred to as the (“Parties”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Ch. 791, et seq, Texas Government Code, as follows:

WHEREAS, on or about March 27, 2020, the United States Federal Government passed the Coronavirus Aid Relief and Economic Security Act (“CARES Act”), including the Coronavirus Relief Fund (“CRFund”) which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the County met the population threshold and received a direct distribution of the CRFund to be used for expenditures that were directly related to and incurred as a result of the COVID-19 public health emergency; and

WHEREAS, the Hidalgo County Commissioners Court approved the Cares Act Interlocal Cooperation Agreement (“Agreement”) on or about June 23, 2020, wherein the County entered into an Interlocal with the UTRGV to allow for the disbursement of CRFund monies received by County from the U.S. Department of Treasury for the provision of laboratory testing services; and

WHEREAS, the Commissioners Court approved the First Amendment to the Agreement on or about April 27, 2021, and renewed for a period of one additional year; and

WHEREAS, the Parties and their constituents continue to be affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the Parties now desire to amend the Agreement as hereinafter provided to clarify the obligations for the performance of Services for UTRGV under the Agreement, and provide additional patients which may laboratory tests, expend their designated funds, and/or submit final reports and requests for reimbursement;

NOW THEREFORE, in consideration of the terms and provisions of this Amendment and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged for the purposes stated herein, the Parties hereby agree to the following amendments to the Agreement:

1. Section "1. OBLIGATIONS OF UTRGV" is hereby amended as follows:

- b. Shall conduct specified test(s) to patients, including but not limited to COUNTY employees, COUNTY inmates, patients that were not referred by the COUNTY.
- l. Provide location, dates, and applicable notices/announcements for any off-site or mobile testing services for patients.

2. Section "3. FEES AND BILLING" is hereby amended as follows:

Billing. UTRGV will bill County directly for all testing Services performed for patients, including but not limited to COUNTY employees, COUNTY inmates, patients that were not referred by the COUNTY, and/or on information provided by COUNTY the agreed upon fee listed in Exhibit A attached hereto (the Service Fees")

3. Except as modified herein, all terms and conditions of the MOU/Agreement, as amended, remain in full force and effect and the Parties ratify and confirm the terms and provisions of the Agreement as amended.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

Approved by the Hidalgo County Commissioners Court on September 7, 2021.

UTRGV

Hidalgo County

Signature

Signature

John H. Krouse, MD, PHD, MBA

Richard F. Cortez

Printed Name

Dean, School of Medicine

Title

Date

Printed Name

County Judge

Title

Date

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney