

## Medicaid Administrative Claiming Intergovernmental Cooperation Agreement Amendment

The purpose of the amendment is to ensure compliance with state and federal rules and regulations regarding contracts and data use agreements. All contracts are required to have an expiration date. In addition, vendors are required to have a Data Use Agreement (DUA) in place that conforms to the Health Insurance and Portability Protection Act (HIPPA). The Medicaid Administrative Claiming (MAC) contract has been revised to include an expiration date and language updates. The DUA has been updated to comply with HIPPA.

The amended contract, the Universal Contract Terms and Conditions, and the new DUA are attached. Please print, review, and complete the amendment and DUA. Submit both documents to the following email address by **November 21, 2014**:

[mcdcontractmanagement@hhsc.state.tx.us](mailto:mcdcontractmanagement@hhsc.state.tx.us)

The current MAC contracts will be terminated on December 1, 2014. If a new contract is not received by **November 21, 2014**, participation in the MAC program will end, and your ISD will no longer be eligible to submit MAC claims for reimbursement.

Please complete the following steps for the Amendment.

**Note:** Instructions for completion of the DUA may be found on the Rate Analysis Department's website:

- 1) Print the Intergovernmental Cooperation Agreement Amendment.
- 2) Please fill in the required information in all appropriate fields of the amendment.
- 3) Obtain original signatures on the amendment.
- 4) Send the originally signed amendment, along with any other required documents, to:

[mcdcontractmanagement@hhsc.state.tx.us](mailto:mcdcontractmanagement@hhsc.state.tx.us)

5) After the amendment and DUA are received and processed by HHSC, a copy of the executed amendment will be sent to you.

Questions regarding the amendment may be sent to the Contract Compliance and Support mailbox at:

[mcdcontractmanagement@hhsc.state.tx.us](mailto:mcdcontractmanagement@hhsc.state.tx.us)

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

This Amendment One to the Intergovernmental Cooperation Agreement (this "Amendment") amends the Intergovernmental Cooperation Agreement (the "Agreement") between the State agencies 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 "ISD" or "Performing Agency")**

Address:

City and Zip:

Contact Person:

Telephone:

Receiving Agency: **Texas Health and Human Services Commission ("HHSC")**

Address: 4900 North Lamar Blvd, MC-H340

City and Zip: Austin, Texas 78751

Contact Person:

Telephone: (512)

FAX number: (512)

E-Mail Address:

## 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 1.41 of the HHSC Uniform Contract Terms and Conditions.

Include a requirement that the ISD 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 ISD agrees to comply with the written guidelines issued by HHSC and the regulations found at 2 CFR Part 200 and 45 CFR Parts 74 and 95 (formerly OMB Circulars A-87 and A-133) by accounting for the activities of staff providing Medicaid administration and complying with the single audit requirements found therein."
- B.** Article III 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. The ISD will be required to enter into a new contract at the time the Agreement expires on August 31, 2019, to continue to participate in the Medicaid Administrative Claiming. 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.** Article IV of the Agreement is amended by adding the following sentence: " The ISD further certifies that it has statutory authority to contract for the services described in the Agreement pursuant to Chapter 89, Texas Education Code."
- D.** The Agreement is amended to include and incorporate by reference the attached Data Use Agreement, which shall be signed by the Parties.

- E.** 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\\_attch/General\\_TC.pdf](http://www.hhsc.state.tx.us/about_hhsc/contracting/rfp_attch/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.
- F.** 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 ISD 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 ISD or any subcontractors in connection with those funds during the term of the contract and thereafter, as provided by law. Upon request, the ISD 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 ISD 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 ISD 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 ISD 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**

**PERFORMNG AGENCY**

\_\_\_\_\_  
Kyle L. Janek, M.D.  
Executive Commissioner

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date