

COUNTY OF TRAVIS §

Division Number: 160-006	Program Name: IDEA B Formula
Org. Code: _____	Legal/Funding Authority: 20 USC
Speed Chart: _____	1400 et Seq
Payee Name: SOAH	Payee ID: 3360360360
ISAS Contract #: 3081	PO #: 34388

Amendment No: 6

**AMENDMENT TO
INTERAGENCY CONTRACT
BETWEEN
TEXAS EDUCATION AGENCY (TEA or Receiving Party)
AND**

State Office of Administrative Hearings (SOAH or Performing Party)

NAME OF PERFORMING PARTY

It is mutually understood and agreed by and between the undersigned contracting parties of the above-referenced contract to amend the contract effective April 1, 2016 as follows:

Amend APPENDIX ONE, DESCRIPTION OF SERVICES – I. Purpose and Objectives, paragraph C to add Cathy Egan to and remove Penny Wilkov from the list of SOAH ALJs who will serve as special education hearing officers to conduct hearings in accordance with all applicable federal and state special education requirements and the terms of this contract

With regard to APPENDIX ONE, DESCRIPTION OF SERVICES – II. Timeline of Major Activities, paragraph A, the parties agree that to fulfill the orientation training requirement, Cathy Egan will attend the 2016 IDEA Academy at Seattle University School of Law before being assigned a case. The parties further agree that Cathy Egan will attend a half-day training on TEA's case management and docketing system. The parties further agree that Cathy Egan will observe a special education due process hearing as soon as possible but will not be required to complete the observation before being assigned a case by TEA.

The parties agree that Cathy Egan will comply with the requirement to submit to a national criminal history record information review (including fingerprinting)(referenced in APPENDIX ONE, DESCRIPTION OF SERVICES – II Timeline of Major Activities, paragraph N) and will not be assigned cases until the review is completed and the results determine that she is eligible for assignment.

Amend APPENDIX ONE, DESCRIPTION OF SERVICES – II. Timeline of Major Activities, paragraph L. to delete subparagraph L.5.

Amend the General Provisions where applicable to comply with legislation passed by the 84th Texas Legislature. The amended General Provisions are attached and incorporated herein.

All other terms and conditions of the original contract remain the same and are incorporated herein as if specifically written. It is agreed and accepted by the authorized representatives of the undersigned parties that all terms and conditions of this amendment are effective on the date written above.

All other terms and conditions of the original contract remain the same and are incorporated herein as if specifically written. It is agreed and accepted by the authorized representatives of the undersigned parties that all terms and conditions of this amendment are

RECEIVING PARTY

TEXAS EDUCATION AGENCY

By:



Shirley Beaulieu

Associate Commissioner Finance/ CFO

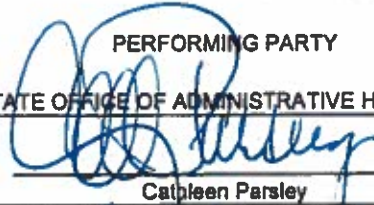
Date

3-15-16

PERFORMING PARTY

STATE OFFICE OF ADMINISTRATIVE HEARINGS

By:



Catherine Parsley

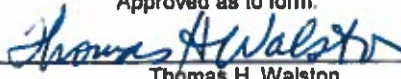
Chief Administrative Law Judge

Date

3-14-16

Approved as to form:

By:



Thomas H. Walston

General Counsel for SOAH

Date

3/14/16

Return a signed copy to:
TEAContracts@tea.state.tx.us

General Provisions

Amendments to the General Provisions required by legislation passed by the 84th Texas Legislature.

F. Records Retention and the Right to Audit: Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor 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 Contractor'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.

Pursuant to the Texas Government Code, the state auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this contract that are requested.