

STATE OF TEXAS

§ HHSC Contract No. 529-13-0128-00005

COUNTY OF TRAVIS

AMENDMENT ONE
TO
AGREEMENT
BETWEEN THE
HEALTH AND HUMAN SERVICES COMMISSION
AND
NUECES COUNTY HOSPITAL DISTRICT
FOR
TEXAS TRANSFORMATION AND QUALITY IMPROVEMENT 1115 WAIVER PROGRAM
ADMINISTRATIVE SERVICES

THIS AMENDMENT ONE (the "Amendment") is entered into and between the **Health and Human Services Commission** ("HHSC"), an administrative agency within the executive department of the State of Texas, having its principal office at 4900 North Lamar Boulevard, Austin, Texas 78751, and **Nueces County Hospital District** ("Anchor"), an Hospital District organization under the laws of the State of Texas, having its principal place of business at 555 N. Carancahua Street, Ste. 950, Corpus Christi TX, 78401-0835. HHSC and Anchor may be referred to herein individually as Party and collectively as "Parties."

The parties hereby agree to amend their original Agreement, HHSC Contract No. 529-13-0128-00005 (the "Agreement"), subject to the following terms and conditions. The Parties agree that the modified terms and conditions in this Amendment will apply to the Agreement unless further modified or amended by the Parties.

ARTICLE I. BACKGROUND.

Section 1.01. Authority.

This Amendment is executed by mutual agreement of the Parties in accordance with Section 11.0 ("Amendment and Modifications") of the Agreement.

Section 1.02 Purpose.

The purpose of this Amendment is to extend the term of the original Agreement as specified herein.

Section 1.03 Effective Date.

Unless otherwise specified, the modifications to the Agreement agreed to in this Amendment shall be effective as of October 1, 2016.



ARTICLE II. AMENDMENT TO OBLIGATIONS OF THE PARTIES.

Section 2.01 Term and Termination

Section 2.0 ("Term and Termination") of the Agreement is modified to amend the first sentence in the Section to read as follows:

"The Contract is effective October 1, 2012, and will expire at midnight on September 30, 2018, unless sooner terminated or extended pursuant to the terms of the Contract."

Section 2.02 Payments

Section 8.0 ("Terms of Payment to Anchor") of the Agreement is modified to add the following language at the end of the section:

"Any payments under the Agreement are subject to the availability of state and federal funds. As of the issuance of Amendment One, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, state or federal funds are not available, HHSC will have the right to terminate the Agreement without penalty."

ARTICLE III. REPRESENTATIONS AND AGREEMENT OF THE PARTIES.

Section 3.01 Continuing effect of the Agreement.

The Parties agree that the terms of the Agreement shall remain in effect and continue to govern, except to the extent modified in this Amendment. The Parties further agree that if it is determined that a conflict exists between the language of this Amendment and the language of the Agreement, then the Amendment shall prevail.

Section 3.02 Authority to sign Amendment.

The person or persons signing and executing this Amendment on behalf of each Party, or representing themselves as signing and executing this Amendment on behalf of a Party, hereby warrant and guarantee that he, she, or they are duly authorized to execute the Amendment and to validly and legally bind the Party to the terms and conditions of the Amendment on the dates set forth by their signatures.

By signing this Amendment, the Parties expressly understand and agree that this Amendment is hereby made a part of the Agreement as though it were set out word for word in the Agreement.

HEALTH & HUMAN SERVICES COMMISSION

NUECES COUNTY HOSPITAL DISTRICT

By: _____

By:  _____

Charles Smith
Executive Commissioner

Jonny F. Hipp, ScD, FACHE
Administrator/Chief Executive Officer

Date Signed: _____

Date Signed: 02/08/2017

**Texas Health and Human Services Commission
Vendor Information Form (VIF)**

Instructions: This form must be completed and submitted with each new contract, amendment, renewal, and/or extension.
(Please type or print information.)

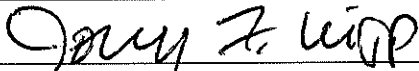
SECTION 1: Contractor's General Information

Legal Contractor's Name:	Nueces County Hospital District		
Legal Doing Business As (DBA) Name:	Nueces County Hospital District		
Physical Address:	555 N. Carancahua Street, Suite 950, Corpus Christi, TX 78401-0835		
Remit To (Payment) Address:	555 N. Carancahua Street, Suite 950, Corpus Christi, TX 78401-0835		
Enter one of the following:	<input checked="" type="checkbox"/> Texas Identification Number (TIN): 17460006046 <input type="checkbox"/> Federal Employer Identification Number (FEIN): <input type="checkbox"/> Social Security Number (SSN):		
Select the Legal Status:	<input type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity		
Select the Business Structure:	<input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership* <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Governmental Entity (must specify): Hospital District <input type="checkbox"/> Other (must specify):		
	* If Partnership, must provide SSN or TIN for minimum of two partners		
	Partner Name:	TIN or SSN:	
	Partner Name:	TIN or SSN:	
If applicable, enter appropriate information:	State of Incorporation:	Texas Charter Number:	Name of Parent Entity:

SECTION 2: Contractor's Contact Information

Person Who Will Sign the Contract		Point of Contact for Contract	
Name:	Jonny F. Hipp, ScD, FACHE	Name:	Jonny F. Hipp, ScD, FACHE
Title:	Administrator/CEO	Title:	Administrator/CEO
Mailing Address:	555 N. Carancahua Street, Suite 950 Corpus Christi, TX 78401-0835	Mailing Address:	555 N. Carancahua Street, Suite 950 Corpus Christi, TX 78401-0835
Telephone:	361-808-3300	Telephone:	361-808-3300
Fax:	361-808-3274	Fax:	361-808-3274
E-mail:	jonny.hipp@nchdcc.org	E-mail:	jonny.hipp@nchdcc.org

SECTION 3: Contractor's Authorized Signature (or HHSC Contract Manager)

Printed Name	Signature	Date	Phone Number
Jonny F. Hipp		02/01/2017	361-808-3300

SECTION 4: ECPS Contract and Administration Office Use Only

Contractor to Receive Payment: <input type="checkbox"/> No <input type="checkbox"/> Yes
Contract Number:

**Texas Health and Human Services Commission
Vendor Information Form (VIF)**