

STATE OF TEXAS

§ HHSC Contract No. 529-13-0116-00001A

COUNTY OF TRAVIS

§ INTERLOCAL AGREEMENT

**AMENDMENT ONE
INTERLOCAL AGREEMENT
BETWEEN THE
HEALTH AND HUMAN SERVICES COMMISSION
AND
NUECES COUNTY HOSPITAL DISTRICT**

THIS AMENDMENT ONE (the "Amendment") is entered into and between the Health and Human Services Commission ("HHSC") and Nueces County Hospital District (referred to collectively as "the Parties" and individually as "the Party"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

The parties hereby agree to amend their Original Agreement, HHSC Contract No. 529-13-0116-00001A ("the Agreement"), subject to the following terms and conditions. The Parties agree that the modified terms and conditions 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 5.6 of the Agreement.

Section 1.02 Purpose.

The purpose of this Amendment is to:

- extend the term of the Agreement,
- address additional funding for the extended term, and
- reflect a change in the notice section contact information.

Section 1.03 Effective Date.

Unless otherwise specified, the modifications to the Agreement agreed to in this Amendment shall be effective September 30, 2016.

ARTICLE II. AMENDMENT TO OBLIGATIONS OF THE PARTIES.

Section 2.01 Modification of the Agreement.

The Agreement is modified in the following manner:



1) **Section 2. TERM OF AGREEMENT**

The current expiration date of "September 30, 2016" is deleted and replaced by "January 31, 2018".

2) **Section 4 AGREEMENT PERFORMANCE**

4.1 The current text is deleted and replaced by "For the period covered by the original Agreement of September 1, 2012 through September 30, 2016, NCHD will transfer to HHSC in a one-time anchor payment, an amount up to the non-federal share of the DSRIP payment (this DSRIP payment will equal no more than \$4,232,530). For the period covered by the extension of October 1, 2016 through January 31, 2018, NCHD will transfer to HHSC in a one-time anchor payment, an amount up to the non-federal share of the DSRIP payment (this DSRIP payment will equal no more than \$1,250,000).

3) **Section 6 NOTICES**

6.2 The current paragraph is deleted and replaced by "Absent notice to the contrary in writing, all communications to HHSC shall be sent to the following:

Office of the Executive Commissioner
C/o Karen Ray, Chief Counsel
Office of Chief Counsel
4900 North Lamar Blvd., Mail Code 1070
Austin, Texas 78751
Fax: (512) 424-6586"

ARTICLE III. REPRESENTATIONS AND AGREEMENT OF THE PARTIES.

This Amendment is executed by the Parties in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

RECEIVING AGENCY

PERFORMING AGENCY

HEALTH & HUMAN SERVICES COMMISSION

NUECES COUNTY HOSPITAL DISTRICT

By: 

Charles Smith
Executive Commissioner

By: 

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

Date: 10-15-2016

Date: 09/13/16