

STATE OF TEXAS §
COUNTY OF HIDALGO §

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| FILED | |
| AT 10:05 | O'CLOCK A M |
| JUN 22 2017 | |
| ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS | |
| BY _____ | DEPUTY |

**FIRST AMENDMENT TO SERVICE CONTRACT
(E-16-392-11-01)**

This **AMENDMENT** to Service Contract for “**Software Services for Indigent Health Care System for Hidalgo County**” is made this 16th day of **May, 2017** by and between **Hidalgo County Texas** (“County”) and **Network Sciences, Inc.**, (“Company”).

WHEREAS, Company and County entered into a Contract dated November 01, 2016, in which Company agreed to provide certain services for the purpose of “Software Services for Indigent Health Care System” for Hidalgo County.

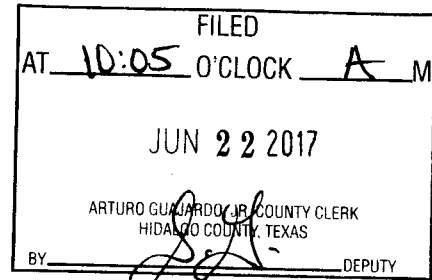
WHEREAS, the County and Company have agreed to amend the Contract in order to, among other things, update the target population, make software modifications as needed for the indigent health care program to keep up with the changing structure of health care, and to increase costs related to these additional modifications and/or services.

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. To increase the Federal Poverty Guideline (FPG) from 21% to 30% effective September 01, 2017.
2. To add a second level of healthcare, County Indigent Health Care Program (CIHCP) level 2 Pilot Program for applicants with FPG between 31% to 50%
3. To increase the cost by no more than \$20,000.00 for the additional modifications and/or services provided under this agreement.

THE STATE OF TEXAS §
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COUNTY OF HIDALGO §



**SERVICE CONTRACT
C-14-276-12-16**

THIS CONTRACT is made and entered into this 16th day of December, 2014 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Network Sciences, Inc.**, a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Software Services for Indigent Health Care System for Hidalgo County"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Proposals (RFP) Procurement Packet and Proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County Health and Human Services Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Head**, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning December 25, 2014 and ending on December 24, 2015 . The County shall have the sole option to extend this Contract for two (2) additional one (1) year term(s). County shall provide the Company a minimum of sixty (60) days notice of its intent to renew this Contract for each additional one (1) year term. County also reserves the right to continue this Contract for an additional sixty (60) day Grace Period at the end of any term, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted quarterly by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539**

If to Company **Network Sciences, Inc.
11044 Research Blvd. Ste B-210
Austin, Texas 78759**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

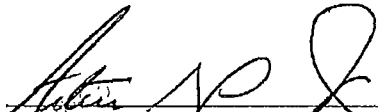
18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2014.

COUNTY OF HIDALGO

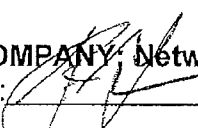
ATTEST:


Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Counselors' Court
on 12-16-15

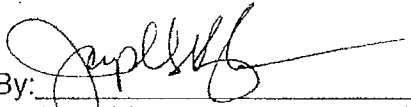
COMPANY: Network Sciences Inc.

By: 

Printed Name: Abram Gordon

Title: President

APPROVED AS TO FORM:
District Attorney's Office

By: 
Josephine Ramirez, Asst. DA

4. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

NETWORK SCIENCES, INC

By: _____

Abram Gordon
Abram Gordon

HIDALGO COUNTY, TEXAS

By: _____

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

By: _____

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: *5/16/17*

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____

Josephine Ramirez-Solis, ADA

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

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Vote: 3 - 0 – Unanimously

F. Public Defenders

- 1. **AI-59578** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

- b. Requesting approval of agreement for "On-line Research Services" with Lexis Nexis for the Public Defenders and subject to form 1295.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

*3015
6/21/17*

G. [REDACTED]

- ✓ 1. [REDACTED] Approval of "First Amendment" to Service Contract E-16-392-11-01 between Hidalgo County Health & Human Services Department and Network Sciences, Inc., for the provision of Software Services for Indigent Health Care System [as permitted under the terms of the contract] with compliance with HB 1295 when and if applicable.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

- 2. **AI-59774** Request by Hidalgo County Health & Human Services Dept. to complete a Provider Agreement /Product Participation and Signature Sheet with acceptance and approval by Commissioners Court with authority to have the document executed and subject to legal review and no obligation of compliance with form 1295.

Commissioner David Fuentes abstain from voting on this item.

Commissioner Palacios joined the meeting.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU,