

**SECOND AMENDMENT TO
SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF EL PASO
AND
THE EL PASO COUNTY HOSPITAL DISTRICT
D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO**

This Second Amendment with an effective date of June 27, 2022, regardless of the date executed by the parties, is made to that certain Subrecipient Agreement previously executed by and between the County of El Paso (“County”) and the El Paso County Hospital District d/b/a University Medical Center of El Paso (“EPCHD” or “Subrecipient”) with an effective date of September 20, 2021 (County File: 2021-0736; EPCHD File: 8959; herein, the “Agreement”).

WHEREAS, County has provided to Subrecipient the first tranche payment, as defined under the Agreement; and

WHEREAS, County intends to modify the terms of the Agreement; and

WHEREAS, on May 23, 2022, the County and Subrecipient executed the First Amendment to Subrecipient Agreement between the County of El Paso and the El Paso County Hospital District D/B/A University Medical Center of El Paso (County File: 2022-0389; herein, the “First Amendment”) to provide the County an additional fifteen (15) days to deliver the County’s second tranche payment, as defined under the Agreement, in order to allow the Subrecipient sufficient time to review the proposed modifications to the Agreement; and

WHEREAS, on June 9, 2022, the County received its second tranche payment from the U.S. Treasury; and

WHEREAS, considering the lack of a Commissioners Court meeting on the 4th of July holiday, Subrecipient is proposing to further extend the County’s deadline to deliver the Second Tranche to Subrecipient to provide Subrecipient sufficient time to review the proposed modifications to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, the Parties agree as follows:

1. **Adoption of Recitals.** The above stated Recitals are incorporated herein by reference, are made a part of this Agreement, and shall be as effective as if repeated verbatim.
2. **Section 4.D** is hereby amended and replaced with the following:
 - D. The County shall transfer the Funding no later than sixty (60) calendar days from the receipt of the County’s second tranche payment.
3. The parties will work in good faith to further modify the terms of the Agreement no later than sixty (60) calendar days from the receipt of the County’s second tranche payment.
4. Except as modified herein, the Agreement shall remain in full force and effect and all other terms of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

COUNTY OF EL PASO

**THE EL PASO COUNTY HOSPITAL
DISTRICT D/B/A UNIVERSITY MEDICAL
CENTER OF EL PASO**

**RICARDO A. SAMANIEGO
COUNTY JUDGE**

**R. JACOB CINTRON
PRESIDENT AND CEO**

Date

Date

REVIEWED BY EL PASO COUNTY
ATTORNEY'S OFFICE

REVIEWED BY UNIVERSITY MEDICAL
LEGAL DEPARTMENT



Ana Schumacher, Assistant County
Attorney

Gabriella Reed, Assistant County Attorney