

AMENDMENT ONE
TO
AGREEMENT
BETWEEN THE
HEALTH AND HUMAN SERVICES COMMISSION
AND
COLLIN COUNTY
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 Collin County ("Anchor"), a County Government organization under the laws of the State of Texas, having its principal place of business at Collin County Administration Building, 2300 Bloomdale Road, Suite 4192, McKinney TX, 75071. 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. 529-13-0128-00003 (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 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, 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

COLLIN COUNTY

By: [Signature]

By: [Signature]

Jami Snyder
Associate Commissioner for Medicaid/CHIP

Name: Keith Self
Title: County Judge

Date Signed: 02/02/17

Date Signed: 02/04/17