

**DEPARTMENT OF STATE HEALTH SERVICES
AMENDMENT NO. 01**

The Department of State Health Services ("DSHS") and Collin County ("Contractor") agree to amend Contract No. 537-16-0038-00001 (Contract), which was effective on September 1, 2015. This amendment will be denominated as Contract No. 537-16-0038-00001A.

- I. The Parties agree to amend Article II. Term of the Contract to extend the end of the contract term to August 31, 2018.
- II. The Parties agree to delete Article IV. Statement of Work, Section B. in its entirety, and replace it with the following:

Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. Contractor will take reasonable efforts to ensure use of the TER Remote System is not abused by its staff. Abuse of the access to confidential information in the TER Remote System may be cause for termination of this Contract in accordance with Section IX.K.

- III. The Parties agree to delete Article VI. Billing, Section B., and replace with the following:

Contractor will direct any billing inquiries either by phone to 512-776-7428 or email to lori.pate@dshs.state.tx.us.

- IV. The parties agree to delete Article VIII. Representatives and replace with the following:

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

DSHS (Previous)	DSHS (New)
Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347	Texas Department of State Health Services DCP/RLHS Contract Management Unit Attn: Lori Pate Mail Code 1982 P.O. Box 149347 Austin, TX 78714-9347
Phone: 512-776-3713	Phone: 512-776-7428
Email: Princess.Lindsay@dshs.state.tx.us	Email: Lori.Pate@dshs.state.tx.us

- V. The parties agree to delete Article IX. General Terms and Conditions, Section C. Confidentiality, and replace with the following:

C. Confidentiality.

1. The parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law. To the extent the Parties execute, or have executed, a separate Data Use Agreement or other confidentiality agreement in compliance with the relevant statutes, that agreement will also apply to this Contract. The attached Data Use Agreement (Attachment A) applies to this contract.
 2. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
 3. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
 4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- VI. This Amendment No. 01 shall be effective as of the date last signed below.
- VII. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- VIII. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

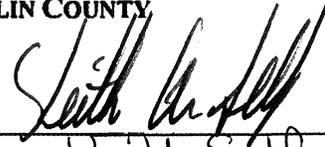
**SIGNATURE PAGE FOR AMENDMENT NO. 01
DSHS CONTRACT NO. 537-16-0038-00001A**

**DEPARTMENT OF STATE HEALTH
SERVICES**


Mike Maples
Assistant Deputy Commissioner

Date of Execution: 2-17-17

COLLIN COUNTY

By: 
Name: Keith Self
Title: County Judge

Date of Execution: 4/11/17

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

ATTACHMENT A- DATA USE AGREEMENT