

Amendment 1 to Program Funding Agreement

This Amendment 1 to Program Funding Agreement (the “**Amendment**”) is entered into _____, 2024, by and between **HORNE LLP**, a Delaware limited liability company, with offices located at 661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157 (“**Horne**”), and **XXX**, a political subdivision of the State acting through its Department of _____ with offices at ADDRESS (“**County**”). Horne and County may be referred to separately as a “Party” or collectively as “Parties.”

RECITALS

1. On _____, 2023, Advocated for Human Potential (“**AHP**”) and County executed a Program Funding Agreement (the “**Agreement**”) pursuant to which the County will implement an allocation of California Department of Social Services (“**CDSS**”) Community Care Expansion Preservation Program (the “**Program**”) funds.

2. On August 5, 2023, CDSS assigned AHP’s interest in the Agreement to Horne pursuant to that certain Assignment and Assumption Agreement.

3. This Amendment is intended to modify the Agreement to reflect updated deadlines for expenditure of Program funds allocated pursuant to the Agreement.

NOW THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. The obligation and liquidation deadlines for the Operating Subsidy Payments (“**OSP**”) and Capital Projects (“**CP**”) Program components have been extended. References in the Agreement to such deadlines, including without limitation references in Attachment D, Notice of Funding Agreement dated June 10, 2022, Section III, are hereby deleted.

2. The following is added to the Agreement as a new Section 15.22:

Notwithstanding anything to the contrary in this Agreement, the deadlines for obligating and liquidating OSP and CP Program funds (“**Deadlines**”) shall be the deadlines issued by CDSS. The current deadlines can be found at <https://www.ccegrant.com/>, and CDSS plans to publish any modifications to those deadlines on the same website.

3. Except as explicitly identified herein, the Agreement remains unchanged.

4. Capitalized terms used but not otherwise defined herein shall have the meanings attributed thereto in the Agreement.

5. This Amendment may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties, notwithstanding that all the Parties have not signed the same counterpart.

[Remainder of page left blank]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment by their duly authorized respective officers as of the day and year last written below.

HORNE LLP

XXX

By: _____
Signature of Authorized Representative
Anna Stroble
Print or Type Name of Person Signing
Partner
Representative Title

By: _____
Signature of Authorized Representative

Print or Type Name of Person Signing

Representative Title

Date: _____

Date: _____