

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and Broward Behavioral Health Coalition, Inc., hereinafter referred to as the "Provider," amends Contract # JH343.

Amendment #0001 adjusted funding to account for funds not utilized by the Subcontractors while managed by DCF and to reflect changes in the Annual Operating Budget. Funding for FY12-13 was increased by \$1,380,030.07.

Amendment #0002 implemented S. B. 1518 for advances in payment methodology and schedule, and funding level for FY13-14 Annual Operating Budget. Funding for FY13-14 increased by \$259,496.00.

Amendment #0003 added a special provision incorporating those provisions required by 45 CFR s.164.504(e) including HIPAA language.

Amendment #0004 added \$1,260,175.00 to the current fiscal year FY13-14 of the JH343 contract including a transfer of funding between contract #KH255 with Budget Amendment B-0146.

Amendment #0005 added language to comply with the National Voter Registration Act.

Amendment #0006 reduced \$2,086.00 from the current fiscal year FY13-14.

Amendment #0007 moved the operational cost funds (Section A) to the services and supports provider activity (Section B.)

Amendment #0008 restated the contract to update Standard Contract and Attachments.

Amendment #0009 added \$2,018,954.00 to the current fiscal year FY14-15.

The purpose of Amendment #0010 is to reduce \$38,693.00 from the current fiscal year FY14-15 of the contract and to renumber Attachment I, Section C.9 and C.10 pursuant to the memo from SAMH Program Office.

1. Page 1, Standard Contract, Section 3., dated 05/2014, Payment for Services is hereby amended to read:

3. Payment for Services

The Department shall pay for contracted services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed \$167,454,404.07 or the

rate schedule, subject to the availability of funds and the Department's determination of satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

2. Page 32, Section C., Method of Payment, Paragraph 1.c. is hereby amended to read:

- c. The contract total dollar amount shall not exceed \$167,454,404.07, subject to the availability of funds, as outlined below:

**Table 1: Contract Funding**

State Fiscal Year	Managing Entity Operational Cost	Direct Services Cost	Total Value of Contract
2012-2013	\$1,642,303.68	\$28,436,518.39	\$30,078,822.07
2013-2014	\$2,285,924.00	\$43,857,573.00	\$46,143,497.00
2014-2015	\$2,307,005.56	\$44,299,167.44	\$46,606,173.00
2015-2016	\$2,210,743.66	\$42,415,168.34	\$44,625,912.00
<b>Total</b>	<b>\$8,445,976.90</b>	<b>\$159,008,427.17</b>	<b>\$167,454,404.07</b>

3. Pages 36-37, Section C., Method of Payment, Paragraphs 9 and 10 are hereby amended to read:

**9. Financial Reconciliation**

- a. The Managing Entity shall submit reports that reflect the Managing Entity's actual operational cost and the actual service cost of the Network in accordance with **Table 2: Invoice and Expenditure Report Submission Schedule**. The Managing Entity shall submit a final Expenditure Report annually no later than August 15. Payment for the final month of the fiscal year and carry forward shall not be approved until final reconciliation has been completed by the Department.
- b. The Department will reconcile actual expenditures reported to the funds disbursed to the Managing Entity based on the properly completed **SAMH Managing Entity Monthly Expenditure Reports** and the **SAMH Managing Entity Monthly Carry Forward Expenditure Reports**, according to the following schedule:

- (1) Quarterly, after September, 30, December 31, and March 31, each state fiscal year; and

- (2) Monthly, after April 30, May 31, and June 30 each state fiscal year.
- c. Any funds disbursed to the Managing Entity that are not expended or were determined to have been expended for unallowable costs shall be considered overpayment to the Managing Entity. The Department shall recoup such overpayments pursuant to section 22 of the Standard Contract. In the event an overpayment is identified after the end of a fiscal year and no further invoice is due, the Managing Entity shall remit the overpayment to the Department via check.

## 10. Quarterly Report

The Managing Entity shall submit a report detailing its quarterly activities and performance, no later than October 20, January 20, April 20 and July 31. The report shall contain the following minimum elements:

- a. **Exhibit A, Federal Requirements;**
- b. Overview of necessary adjustments to required plans, including justification for proposed changes, identification of barriers or anticipated barriers to achieving stated goals, and proposed strategies to mitigate the impact of said barriers on the Network;
- c. Network management including:
  - (1) New subcontracts, or amendments to existing subcontracts with Network Service Providers;
  - (2) Collaborative strategies and activities with the Department or Stakeholders; and
  - (3) Adverse fiscal impact of proposed Network changes and recommendations for resolution.
- d. Network Service Provider performance including:
  - (1) Monitoring and review results, including reports and corrective action plans or other necessary follow-up actions; and
  - (2) Performance measures.
- e. Implementation of specific appropriations, or grant funds.
- f. Any adverse finding or report against a Network Service Provider by any regulatory or law enforcement entity.

- 4. Page 56, Exhibit E, ME Schedule of Funds, is hereby deleted in its entirety and replaced by Page 56, ME Schedule of Funds as of 9/12/2014.

This amendment shall begin on September 12, 2014 or the date on which the amendment as been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 5 page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: BROWARD  
BEHAVIORAL HEALTH  
COALITION, INC.

FLORIDA DEPARTMENT OF  
CHILDREN AND FAMILIES

SIGNED  
BY: Lois Wexler

SIGNED  
BY: Dennis Miles

NAME: Lois Wexler

NAME: Dennis Miles

TITLE: Chairperson of the Board

TITLE: Regional Managing Director

DATE: 9/18/2014

DATE: 9/22/14

FEDERAL ID #: 453675836