

AMENDMENT #0001

THIS AMENDMENT, entered into between the 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**.

1. **Page 1, Standard Contract, Section 3., dated 06/2012, Payment for Services, is hereby amended to read:**

3. Payment for Services

The Department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$163,956,558.07** or the rate schedule, subject to the availability of funds and 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 55, Section C., Method of Payment, 1.a.(1) & 1.a.(2) are hereby deleted in their entirety and revised 1.a.(1) & 1.a.(2) are inserted in lieu thereof, and attached hereto.**

1. Payment Clauses

a. This is a fixed price, fixed payment contract, subject to reconciliation of allowable expenditures on a periodic basis. The Department will pay the Managing Entity, upon the satisfactory completion of all the services and terms and conditions specified in the Contract, an amount not to exceed **\$163,956,558.07** subject to the availability of funds, as follows:

(1) The Managing Entity shall be paid on a monthly basis an amount not to exceed the total cost for the Contract year, as specified in the table below, divided by the number of months in the given contract year, subject to performance adjustments based on the Managing Entity's overall performance as specified in **Sections B.7.b., and C.10**. All invoices shall be reconciled on a regular basis as part of the Quarterly/Monthly Reconciliation and Performance Review specified in **Section C.10.**, except that monthly reconciliations shall occur between April 1st and June 30th of each state fiscal year (or during the final three months of a Contract if the ending date is not June 30).

(2) The System of Care Administrative Cost is based on the System of Care's anticipated expenditures as approved and documented by the Line Item Budget and Narrative, which is maintained in the Contract Manager's file and incorporated herein by reference. Managing Entity Administrative Costs shall not exceed 5% of the total contracted dollar amount for each fiscal year. This document is to be updated and submitted for approval to the Department thirty (30) days prior to the anniversary date of the Contract. The System of Care administrative costs shall be paid or withheld as specified below. As stated in **Section B.6.a.(7)(b)**, any reductions in the System of Care Administrative Costs will be redirected as mutually agreed upon by the Department and the Managing Entity.

<i>Fiscal Year</i>	<i>Service Cost</i>	<i>Maximum System of Care Administrative Cost</i>	<i>Administrative Cost Reductions</i>	<i>Total Cost Per Year</i>
2012-2013	\$ 23,323,118.63	\$ 6,755,703.44		\$ 30,078,822.07
2013-2014	\$ 36,816,377.00	\$ 7,809,535.00	\$ 2,213,445.00	\$ 44,625,912.00
2014-2015	\$ 38,043,590.00	\$ 6,582,322.00	\$ 1,227,213.00	\$ 44,625,912.00
2015-2016	\$ 38,289,033.00	\$ 6,336,879.00	\$ 245,443.00	\$ 44,625,912.00
Total	\$ 136,472,118.63	\$ 27,484,439.44	\$ 3,686,100.00	\$ 163,956,558.07

This amendment shall begin on April 8, 2013 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 2 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: _____



SIGNED
BY: _____



NAME: Robert A. Butterworth

NAME: Dennis Miles

TITLE: Chairman of the Board

TITLE: Regional Managing Director

DATE: 5/7/13

DATE: 5/13/13

FEDERAL EID #: 453675836