

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 budget AOB. Funding for FY1213 was increased by \$1,380,030.07.

Amendment #0002 implemented S.B. 1518 for advances in payment methodology and schedule, and funding level for FY1314 budget AOB. Funding for FY1314 increased by \$259,496.00 compared to amount in contract.

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

1. The purpose of Amendment # 0004 is to add \$1,260,175.00 to the current fiscal year FY1314 of the JH343 contract.

This Contract incorporates by reference, the Managing Entity Schedule of Funds, as of December 6, 2013.

This Amendment provides for an increase in the total value of the contract for fiscal year 2013 - 2014, which is comprised of

- a. Adult Mental Health. \$596,998.00 is added to the Contract from General Revenue; \$39,704.00 is added from the Alcohol, Drug Abuse, and Mental Health Trust Fund; \$337,452.00 is added from Federal Grants Trust Funds; \$438,126.00 is reduced from Welfare Transition Trust Funds; \$26,558.00 is added from Operations and Maintenance Trust Fund for the provision of services.
- b. Adult Substance Abuse. \$80,522.00 is added to the Contract from General Revenue; \$577,104.00 is added from the Alcohol, Drug Abuse, and Mental Health Trust Fund; \$5,123.00 is added from Federal Grants Trust Funds; \$182,889.00 is reduced from Welfare Transition Trust Funds; \$5,192.00 is added from Operations and Maintenance Trust Fund for the provision of services.
- c. Children's Substance Abuse: \$52,412.00 is added to the Contract from General Revenue; \$173,356.00 is added from the Alcohol, Drug Abuse, and Mental Health Trust Fund; \$22.00 is added from Federal Grants Trust Funds; \$13,984.00 is reduced from Welfare Transition Trust Funds; \$731.00 is added from Tobacco Settlement Trust Fund for the provision of services.

2. The following technical adjustments are made to the Contract via the Schedule of Funds dated December 6, 2013:

- a. **Budget Amendment B-0146** between contract #KH255 and #JH343 exchanges Block Grant/ Maintenance of Effort (MOE) and Temporary Assistance for Needy Families (TANF) funding as approved by DCF Southern and Southeast Regions and DCF Headquarters.
- b. Florida Assertive Community Treatment (FACT) adjustment: \$254,400.00

This adjustment combines the entire FACT budget into one budget and expenditure Other Cost Accumulator (OCA) (MHA73). OCA MHA74 will no longer be a valid OCA for budget or expenditures.

- c. Children at Risk of Emotional Disturbance Adjustment: \$106,110.00

This adjustment moves \$106,110.00 from Children at Risk of Emotional Disturbance budget into the general Children's Mental Health Block Grant and Maintenance of Effort (MOE).

3. 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 **\$165,476,229.07** 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.

4. Page 55, Section C., Method of Payment, Paragraphs 1.a.(1) & 1.a.(2) are hereby amended to read:

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 **\$165,476,229.07** 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.

Fiscal Year	Service Cost	Maximum System of Care Administrative Cost	Administrative Cost Reductions	Total Cost Per Year
2012-2013	\$ 23,323,118.63	\$ 6,755,703.44		\$ 30,078,822.07
2013-2014	\$ 38,070,106.00	\$ 8,075,477.00	\$ 2,228,821.00	\$ 46,145,583.00
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	\$137,725,847.63	\$ 27,750,381.44	\$ 3,701,477.00	\$ 165,476,229.07

3. Page 58 of Attachment I, dated 11/01/2012, Section C. Method of Payment, is hereby amended to read:

8. Advance Payments

a. In accordance with section 394.9082 F.S., an advance payment shall be equal to 16.72% of the current fiscal year contract value or, in the event that the fiscal year contract value is adjusted during the year, the monthly advance payment will be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid.

b. Advances may be requested at the beginning of the fiscal year for the entire term of the contract. The department shall approve a request in writing. Surplus advance funds shall be temporarily invested by the managing entity in an insured or interest bearing account. In accordance with section 216.181(16)(b), F.S., interest earned on advanced funds shall be remitted on a quarterly basis to the Department via check. The managing entity must submit documentation from the financial entity where said funds are invested, evidencing the Annual Percentage Rate and actual interest income for each month.

c. The managing entity shall reimburse the department for any nonallowable

expenditure. Such nonallowable expenditures shall be collected, following monthly reconciliation, as an adjustment to the invoice received for the following month, or in the case of the end of the state fiscal year, the managing entity shall remit the nonallowable expenditures to the department via check.

d. The managing entity shall expend any advance in accordance with the General Appropriations Act.

e. The department will pay the managing entity according to the following schedule:

Month	Payment Amount	Date of Submission and Reconciliation
Advance	\$7,437,652.00	July 1st
July	\$3,120,646.33	August 15th
August	\$3,120,646.33	September 15th
September	\$3,120,646.33	October 15th
October	\$3,120,646.33	November 15th
November	\$3,120,646.33	December 15th
December	\$3,300,671.33	January 15th
January	\$3,300,671.33	February 15th
February	\$3,300,671.33	March 15th
March	\$3,300,671.33	April 15th
April	\$3,300,671.33	May 15th
May	\$3,300,671.33	June 15th
June	\$3,300,671.37	August 15th

f. The department reserves the right to modify the schedule in sub-paragraph e., based on the availability of funds.

This amendment shall begin on December 16, 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.

December 16, 2013

Contract # JF1343
Amendment # 0004

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: 

SIGNED
BY: 

NAME: Robert A. Butterworth

NAME: Dennis Miles

TITLE: Chairman of the Board

TITLE: Regional Managing Director

DATE: JAN 4, 2014

DATE: 1/8/14

FEDERAL EID #: 453675836