

THIS AMENDMENT, entered into between **Central Florida Cares Health System, Inc.**, hereinafter referred to as “CFCHS” and **Heart of Florida United Way, Inc.**, hereinafter referred to as the “Provider,” amends **Contract No. UW221**.

The purpose of this amendment is to add language regarding Exception Reporting, Overpayment and Offset, and Block Grant requirements. This amendment also reduces mental health TANF to \$22,850 for FY1617, to \$0 in all subsequent fiscal years, and adjusts local match requirement accordingly.

1. Page 1 is hereby amended to read (words stricken are deleted and words underlined are added):

Subcontract Amount: ~~\$1,695,865.00~~ **\$908,880.00**
 Local Match Requirement: ~~\$268,395.00~~ **\$227,415.00**

2. Page 5, Section B, Method of Payment is hereby amended to read (words stricken are deleted and words underlined are added):
4. At the beginning of each fiscal year, the total subcontract amount in Table 1 will be adjusted accordingly.

Table 1 – Subcontract Funding and Local Match Requirement		
State Fiscal Year	Subcontract Amount	Local Match Requirement
2016-2017	\$339,173.00 <u>\$200,056.00</u>	\$53,679.00 <u>\$45,483.00</u>
2017-2018	\$339,173.00 <u>\$177,206.00</u>	\$53,679.00 <u>\$45,483.00</u>
2018-2019	\$339,173.00 <u>\$177,206.00</u>	\$53,679.00 <u>\$45,483.00</u>
2019-2020	\$339,173.00 <u>\$177,206.00</u>	\$53,679.00 <u>\$45,483.00</u>
2020-2021	\$339,173.00 <u>\$177,206.00</u>	\$53,679.00 <u>\$45,483.00</u>
Total	\$1,695,865.00 <u>\$908,880.00</u>	\$268,395.00 <u>\$227,415.00</u>

9. The Subcontractor shall return to the Contractor any overpayments due to unearned funds or funds disallowed that were disbursed to the Subcontractor and any interest attributed to such funds. Should repayment not be made promptly upon discovery by the Subcontractor or its auditor or upon written notice by the Contractor, the Subcontractor will be charged interest at the lawful rate of interest on the

outstanding balance until returned. Payments made for services subsequently determined by the Contractor to not be in full compliance with rate agreement requirements shall be deemed overpayments. The Contractor shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Contractor from the Subcontractor under this or any other contract or agreement.

3. Pages 6-7, Section D, Compliance with Standard Federal Provisions, is hereby amended to read (words stricken are deleted and words underlined are added):

1. Subcontractor agrees to comply with 2 C.F.R. Part 200. Requirements include but are not limited to:

~~2.~~ a. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—If this subcontract is of amounts in excess of \$150,000, Subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

3. b. Debarment and Suspension (Executive Orders 12549 and 12689)—Subcontractor agrees that they are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. c. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Subcontractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5. ~~2.~~ 2. ~~In accordance with 45 C.F.R. s. 96.131(b), providers that serve injection drug users must publicize the following notice: “This program receives federal Substance Abuse Prevention and Treatment Block Grant funds and serves people who inject drugs. This program is therefore federally required to give preference in admitting people into treatment as follows: 1. Pregnant injecting drug users; 2. Pregnant drug users; 3. People who inject drugs; and 4. All others.” According to 45 C.F.R. s. 96.131, this may be done by means of street outreach programs, ongoing public service announcements (radio/television), regular advertisements in~~

~~local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers, and social service agencies.~~

3. Subcontractor agrees to comply with Master Contract Section B1-5 in regards to Block Grant funding. Requirements include but are not limited to:
 - a. For Subcontractors that receive Substance Abuse Prevention and Treatment (SAPT) block grant funding or Projects for Assistance in Transition from Homelessness (PATH) grant funding and are religious organizations, compliance with SAMHSA Charitable Choice provisions and the implementing regulations of 42 C.F.R. s. 54a;
 - b. For Subcontractors that provide substance abuse education, treatment, or prevention; compliance with 42 C.F.R. Part 2 – Confidentiality of alcohol and drug abuse patient records;
 - c. For Subcontractors that receive Community Mental Health (CMH) block grant funding, and have been designated as a prevention provider for the purposes of H.R. Res. 3547, 113th Cong. (2014) (enacted), compliance with federal requirements.
 - d. For Subcontractors that receive SAPT block grant funding for the purpose of primary prevention, compliance with 45 C.F.R. s. 96.125;
 - e. For all Subcontractors that receive block grant funding, compliance with monitoring of block grant requirements and activities;
 - f. For all Subcontractors that receive block grant funding, compliance with state or federal requests for information related to the block grant.

4. Page 17, Attachment I, Special Provisions is hereby amended to read (words stricken are deleted and words underlined are added):

I) Exception Reporting

Subcontractor shall review exceptions monthly submitted by CFCHS to the provider Data Liaisons, Contract Managers, CEOs, and CFOs. Subcontractor shall take appropriate steps to correct the data found on the Exception Report no later than the next data submission/invoice processing cycle. The provider will sign an attestation that the data on the Exception Report is valid or the data listed exception reports will be backed out of the first invoice following the end of the quarter in accordance with the below schedule:

<u>Quarter</u>	<u>Months of Service</u>	<u>Reconciliation Invoice</u>	<u>Reconciliation Invoice Processing Dates</u>
<u>Quarter 1</u>	<u>July, August, September</u>	<u>October</u>	<u>Nov 10-20</u>
<u>Quarter 2</u>	<u>October, November, December</u>	<u>January</u>	<u>January 10-20</u>
<u>Quarter 3</u>	<u>January, February, March</u>	<u>April</u>	<u>April 10-20</u>

<u>Quarter 4</u>	<u>April, May, June</u>	<u>Final</u>	<u>July 30 – Aug 10</u>
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This amendment shall begin on **June 1, 2017** or the date in which the amendment has been signed by both parties, whichever is earlier.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to 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 **4-page** amendment to be executed by their officials thereunto duly authorized.

FEDERAL ID NUMBER: 59-0808854

Signatures

concord

Signed on www.concordnow.com