

**THIS SECOND AMENDMENT TO THE FUNDING AGREEMENT FOR UNC HEALTH CARE SYSTEM** (hereinafter referred to as “Second Amendment”) between **Alliance Behavioral Healthcare**, (hereinafter referred to as “Alliance”) and the **County of Wake**, a political subdivision of the State of North Carolina, (hereinafter referred to as “Wake County”), and University of North Carolina Health Care System, a state agency and affiliate entity of the **University of North Carolina** on behalf of UNC Hospitals and other affiliated entities (hereinafter referred to as “UNCHCS”) collectively, the “Parties”.

**WITNESSETH:**

WHEREAS, The Parties entered into a Funding Agreement for the UNC Health Care System dated July 1, 2015 June 30, 2017 for the administration and purchase of Mental Health, Intellectual/Developmental Disability and Substance Abuse services for eligible Wake County residents, (hereinafter the “UNCHCS Funding Agreement”); and

WHEREAS, On or about May 5, 2016, the Parties amended the UNCHCS Funding Agreement, to make unspent Wake County Restricted Fund Balance available to Alliance to purchase behavioral health services at WakeBrook (hereinafter the “First Amendment”); and

WHEREAS, The parties desire to amend the UNCHCS Funding Agreement again to extend the Term and memorialize the funding arrangement between the Parties, all other terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below shall remain in full force and effect.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through June 30, 2018.
2. The following paragraph is hereby added to Article III:

**July 1, 2017 - June 30, 2018:** Wake County agrees to direct funding to Alliance in the fixed amount of \$10,700,912 to be reserved by Alliance for the sole use of UNCHCS for the purchase of crisis and assessment, residential based, and inpatient services under contract(s) between Alliance and UNCHCS for eligible non-Medicaid services per the terms of the Original Agreement provided between July 1, 2017 - June 30, 2018, consistent with the terms of the Service Contract between Alliance and UNCHCS.

3. Except for the changes made herein, the UNCHCS Funding Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. Such In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Second Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective on July 1, 2017.

**COUNTY OF WAKE, NORTH CAROLINA**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_ Date \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Wake County Finance Officer Date \_\_\_\_\_

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**ALLIANCE BEHAVIORAL HEALTHCARE**

By: \_\_\_\_\_  
Rob Robinson, CEO / Area Director Date \_\_\_\_\_

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**UNIVERSITY OF NORTH CAROLINA HEALTH CARE SYSTEM, on behalf of UNC Hospitals**

By: \_\_\_\_\_  
William L. Roper, M.D., MPh.  
CEO Date \_\_\_\_\_