

**THIS AMENDMENT**, entered into between the State of Florida, **Department of Children and Families**, hereinafter referred to as the "**Department**," and **South Florida Behavioral Health Network, Inc.**, hereinafter referred to as the "**Provider**," amends **Contract No. KH225**.

1. The purpose of this Amendment #0013 is to add \$2,734,881.00 to the current Fiscal Year and incorporate by reference, the Managing Entity Schedule of Funds dated December 6, 2013.

This amendment provides for an increase in the total value of the contract for FY13-14, which is comprised of:

- a. the release of the Projects for Assistance in Transition from Homelessness (PATH) Grant allocation in the amount of \$501,544.00 to OCA MHAPG which had been previously allocated to the two PATH providers for the Southern Region:
    - i. New Horizons Community Mental Health Center
    - ii. Guidance/Care Center, Inc.
  - b. the addition in the amount of the \$937,000 to OCA MHCFA in support of the Miami-Dade County Families and Communities Empowered for Success (FACES) Wraparound Project Expansion Grant;
  - c. the restoration of funds previously reduced due to federal sequestration:
    - i. Adult Mental Health: \$28,005.00
    - ii. Children's Substance Abuse: \$235,189.00
    - iii. Adult Substance Abuse: \$646,729.00
  - d. the restoration of funds previously reduced due to the \$3.2M GAA proviso language:
    - i. Adult Mental Health: \$283,823.00
    - ii. Adult Substance Abuse: \$102,591.00
2. The following technical adjustment is made to the Contract via the Schedule of Funds dated December 6, 2013.

**Budget Amendment B-0146** between contract #KH225 and #JH343 exchanges Block Grant/Maintenance of Effort (MOE) and Temporary Assistance to Needy Families (TANF) funding as approved by DCF Southern and Southeast Regions and DCF Headquarters.

3. **Page 1, Standard Contract, Section 3, Payment for Services dated 06/2012, as previously amended on Page 1 of Amendment #0011, is hereby amended to read:**

**3. Payment for Service.** The Department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed, **\$373,736,855.75** or the rate schedule, subject to 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 60, Attachment I, dated 07/01/2012, Section C. Method of Payment, Paragraph 1., as previously amended on Page 1 of Amendment #0012, is 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 provide the **Schedule of**



**Funds** which identifies the type and amount of funding provided. Beginning July 1, 2013 and each state fiscal year thereafter, the **Schedule of Funds** will be incorporated into this Contract replacing Exhibit B, Funding Detail, and the total contract amount will be adjusted accordingly. 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 **\$373,736,855.75** 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, 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 30<sup>th</sup> 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><b>Fiscal Year</b></i>	<i><b>Service Cost</b></i>	<i><b>Maximum System of Care Administrative Cost</b></i>	<i><b>Administrative Cost Reductions</b></i>	<i><b>Total Cost Per Year</b></i>
2010-2011	\$56,352,157.00			\$56,352,157.00
2011-2012	\$75,911,891.00			\$75,911,891.00
2012-2013	\$60,649,090.73	\$13,061,520.27		\$73,710,611.00
<b>2013-2014</b>	<b>\$64,280,343.05</b>	<b>\$11,343,589.95</b>	<b>\$1,717,930.32</b>	<b>\$75,623,933.00</b>
2014-2015	\$63,022,572.41	\$10,688,038.60	\$655,551.35	\$73,710,611.00
2015-2016	\$15,847,781.37	\$2,579,871.39	\$92,138.26	\$18,427,652.75
<b>Totals</b>	<b>\$336,063,835.55</b>	<b>\$37,673,020.20</b>	<b>\$2,465,619.94</b>	<b>\$373,736,855.75</b>

- (3) The parties agree that the Method of Payment to the Managing Entity under this Contract, including compensation for administrative costs, is governed by the terms of this Contract.
  - (4) Based on the Performance and Outcome Measures specified in Exhibit A, the Managing Entity's overall performance will be assessed by the Managing Entity Accountability Unit during the Quarterly/Monthly Reconciliation and Performance Review, as detailed in Section C.10., with adjustments made to the next monthly fixed payment schedule.
- b. The Managing Entity shall provide local match through its Subcontractors up to the amount specified in Exhibit B.



**5. Page 63, Attachment I, dated 07/01/2012, Section C. Method of Payment, Paragraph 8, as previously amended on Page 1 of Amendment #0011, is hereby amended to read:**

**8. Advance Payments**

- a. In accordance with section 394.9082 F.S., an advance payment shall be equal to 16.7% 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 Invoice Submission and Reconciliation
Advance	\$12,285,101.83	July 1 <sup>st</sup>
July 2013	\$5,050,329.19	August 20 <sup>th</sup>
August 2013	\$5,050,329.19	September 20 <sup>th</sup>
September 2013	\$5,050,329.19	October 20 <sup>th</sup>
October 2013	\$5,050,329.19	November 20 <sup>th</sup>
November 2013	\$5,050,329.19	December 20 <sup>th</sup>
December 2013	\$5,050,329.19	January 20 <sup>th</sup>
January 2014	\$5,506,142.68	February 20 <sup>th</sup>
February 2014	\$5,506,142.68	March 20 <sup>th</sup>
March 2014	\$5,506,142.68	April 20 <sup>th</sup>
April 2014	\$5,506,142.68	May 20 <sup>th</sup>
May 2014	\$5,506,142.68	June 20 <sup>th</sup>
June 2014	\$5,506,142.63	August 20 <sup>th</sup>



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

**6. Page 65, Attachment I, dated 07/01/2012, Section C. Method of Payment, Paragraph 9, as previously amended on Page 1 of Amendment #0008, is hereby amended to read:**

**9. Invoice Requirements**

- a. The Managing Entity shall submit a properly completed Exhibit D no later than the twentieth (20th) calendar day following the month for which payment is being requested.
- b. In addition, with the submission of each invoice, the Managing Entity shall submit a properly completed Exhibit D-1 detailing the services provided, by cost center. The Managing Entity shall also submit a properly completed **SAMH Managing Entity Monthly Expenditure Report**, which is incorporated herein by reference, detailing actual costs incurred by the Managing Entity for the previous month expenditures. Within five (5) business days of receipt of an invoice and supporting documentation from the Managing Entity, the Contract Manager will either approve the invoice for payment or notify the Managing Entity, in writing, of any deficiencies that must be corrected by the Managing Entity before resubmission of the invoice.
- c. The Contract Manager will make any necessary reductions to the invoice for any funds to be withheld as performance adjustments resulting from the Quarterly/Monthly Reconciliation and Performance Review per Section C.10., and will notify the Managing Entity of said reductions.
- d. The Managing Entity's final invoice for each state fiscal year must reconcile actual paid service units delivered during the Contract period with the payments issued by the Department. A final invoice shall be submitted to the Department's Contract Manager within forty-five (45) days after the end of each state fiscal year.

**7. Page 76, Attachment I, Section D., Special Provisions, is hereby amended to add the following Paragraph D.26:**

**26. Miami-Dade County FACES Wraparound Project Expansion Grant: 1U79SM061244-01**

Effective July 1, 2013, the Substance Abuse and Mental Health Services Administration awarded Grant No. 1U79SM061244-01 in support of the Miami-Dade County FACES Wraparound Project Expansion. The "Miami-Dade Wraparound Project," better known as FACES (Families and Communities Empowered for Success), is a collaborative effort to enhance, expand and strengthen the existing community-based family and youth mental health services in Miami-Dade County, in order to better serve children who have serious emotional disturbances and their families or caretakers in Miami Dade County, Florida.

Through Grant No. 1U79SM061244-01, FACES is expanding its current array of services to include 225 transitioning youth ages 18-21 who entered the mental health system prior to the age of 18 to facilitate continuing care for the youth currently enrolled in FACES.

The Department assigns the funding, subcontracting, and monitoring responsibilities of this grant award to the Provider. The Provider shall ensure compliance with the terms and conditions specified in the grant award, which is incorporated herein by reference, federal and state law, Department standards, and this contract. The Provider will be responsible for invoice documentation, verification of service delivery, and compliance monitoring.

8. Page 77, Exhibit A, Required Reports, Required Statistics, and Performance Measures, Section B, Line 7, is hereby amended to read:

B. Required Reports	Frequency	Due Date	Date Received
7. Monthly Invoice and Supporting Documentation, including the SAMH Managing Entity Monthly Expenditure Report	Monthly	20 <sup>th</sup> of the month following service delivery	

This amendment shall begin on **January 1, 2014** or the date on which the amendment has 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 **five (5) page** amendment to be executed by their officials thereunto duly authorized.

**PROVIDER**  
**SOUTH FLORIDA BEHAVIORAL HEALTH**  
**NETWORK, INC.**

**SIGNED**

**BY:** John W. Dow

**NAME:** John W. Dow

**TITLE:** President and Chief Executive Officer

**DATE:** 12/21/13

**FEDERAL ID NUMBER:** 59-3380599

**STATE OF FLORIDA**  
**DEPARTMENT OF CHILDREN AND**  
**FAMILIES**

**SIGNED**

**BY:** Gilda P. Ferradaz

**NAME:** Gilda P. Ferradaz

**TITLE:** Interim Regional Managing Director

**DATE:** 12/23/13

**APPROVED AS TO FORM AND LEGAL**  
**SUFFICIENCY.**

12/19/13  
**Regional Legal Counsel**

**Date**



**ME Schedule of Funds**  
**South Florida Behavioral Health Network, Inc. - Contract #KH225**  
**FY 2013-14 Use Designation - As of 12/6/2013**

<b>Section A</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
ME Operational Cost			3,432,250	3,432,250
<b>Subtotal Section A</b>			<b>3,432,250</b>	<b>3,432,250</b>
<b>Section B</b>				
ME Services & Supports Provider Activity - Adult Mental Health	MHA00	1,927,178	21,196,933	23,124,111
ME Services & Supports Provider Activity - Children's Mental Health	MHC00	1,419,438	4,252,455	5,671,893
ME Services & Supports Provider Activity - Adult Substance Abuse	MSA00	8,291,311	5,359,932	13,651,243
ME Services & Supports Provider Activity - Children's Substance Abuse	MSC00	2,871,388	4,981,395	7,852,783
<b>Subtotal Section B</b>		<b>14,509,315</b>	<b>35,790,715</b>	<b>50,300,030</b>
<b>Section C</b>				
Adult Mental Health Projects	MHA70	-	3,346,282	3,346,282
Community Forensic Beds	MHA72	-	3,154,522	3,154,522
Florida Assertive Community Treatment (FACT) - Administration	MHA73	1,239,149	2,523,913	3,763,062
Florida Assertive Community Treatment (FACT) - Services	MHA74	-	-	
Indigent Psychiatric Medication Program	MHA76	-	113,991	113,991
Projects Clay Behavioral Center Community Crisis Prevention Team	MHA79	-	-	
Grants Jail Diversion and Trauma Recovery	MHAJD	-	-	
Grants PATH	MHAPG	472,427	29,117	501,544
Adult Mental Health Temporary Assistance for Needy Families (TANF)	MHATB	1,300,959	-	1,300,959
Children's Mental Health Projects	MHC70	-	-	
Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	MHC71	-	161,385	161,385
Children at Risk of Emotional Disturbance	MHC77	-	-	
Title XXI Children's Health Insurance Program	MHCBN	888,541	362,432	1,250,973
Grant Miami-Dade Wraparound FACES	MHCFA	937,000	-	937,000
Grants Miami-Dade County Wraparound	MHCMD	1,819,713	-	1,819,713
Grants Project Launch	MHCPL	-	-	
Grants System of Care	MHCSK	-	-	
Adult Substance Abuse Projects	MSA70	-	610,000	610,000
Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	MSA81	-	1,625,596	1,625,596
Projects St. Johns County Sheriff's Office	MSA82	-	-	
Adult Substance Abuse Temporary Assistance for Needy Families (TANF)	MSATB	980,979	76,759	1,057,738
Children's Substance Abuse Projects	MSC70	-	925,000	925,000
Projects Informed Families of Florida	MSC80	-	400,000	400,000
Prevention Partnership Grant (PPG)	MSCPP	820,788	-	820,788
Children's Substance Abuse Temporary Assistance for Needy Families (TANF)	MSCTB	103,100	-	103,100
<b>Subtotal Section C</b>		<b>8,562,656</b>	<b>13,328,997</b>	<b>21,891,653</b>
<b>Total All Fund Sources</b>		<b>23,071,971</b>	<b>52,551,962</b>	<b>75,623,933</b>