

## **AMENDMENT #0001**

**THIS AMENDMENT**, entered into between the Florida Department of Children and Families, hereinafter referred to as the "department", and **Southeast Florida Behavioral Health Network, Inc.**, hereinafter referred to as the "provider", amends **Contract IH611**.

- 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 **\$184,095,513.00** 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 14., Attachment I, A.1., General Description is hereby renumbered A.2.**

- 3. Page 20., Attachment I, A. 2 Individuals to be Served is renumbered A.3.**

- 4. Page 26, Section B., 2., (3).,(h), is hereby amended to read:**

The Managing Entity shall recommend to each treatment Subcontractor that it execute a Memorandum of Understanding (MOU) with the appropriate Federally Qualified Health Center (FQHC) within ninety (90) days of the effective date of this Contract. Copies of the executed MOUs shall be submitted to the Circuit or Region SAMH Program Office and to the Department's Contract Manager on or before March 31, 2013. The MOUs shall promote the integration of primary care services to the medically underserved and provide for innovative methods to expand capacity for behavioral health care services.

- 5. Page 55, Section B., 7., a., (26) is hereby amended to read:**

(26) Comply with and ensure all Subcontractors comply with any Federal agreements applicable to this contract.

- 6. Page 59, 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 **\$184,095,513.00** 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 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, unless otherwise negotiated by the department. 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	\$ 28,693,972	\$ 8,765,522		\$ 37,459,494
2013-2014	\$ 39,713,225	\$ 9,315,448	\$ 2,157,262	\$ 49,028,673
2014-2015	\$ 41,772,430	\$ 7,256,244	\$ 2,059,204	\$ 49,028,673
2015-2016	\$ 41,680,502	\$ 6,898,172	\$ 358,072	\$ 48,578,673
<b>Total</b>	<b>\$ 151,860,128</b>	<b>\$ 32,235,385</b>	<b>\$ 4,574,538</b>	<b>\$ 184,095,513</b>

**7. Page 63, Section C., Method of Payment, 8. Advance payment is hereby amended to read:**

a. The Managing Entity may request an advance for the amount of the funding for each state fiscal year divided by the number of months in the given Contract year for each of the first two (2) months of each year of the Contract, based on anticipated cash needs, subject to the approval of the Department of Financial Services. A written request must be submitted to the Department's Contract Manager with appropriate justification of needs. All reimbursement requests for each of the remaining months of the Contract period shall be submitted in accordance with **Section 8.C**.

b. Advanced funds shall be temporarily invested by the Managing Entity in an interest bearing account, insured for up to the maximum allowed, in accordance with section 216.181(16)(b), F.S. Interest earned on advanced funds shall be returned to the Department monthly as identified below in **Section 8.C**. Advance Payment Schedule.

**c. Advance Payment Schedule**



**October 1, 2012 through June 30, 2013**

<b>Invoice Number</b>	<b>Type of Request</b>	<b>Supporting Documentation</b>	<b>Payment Amount*</b>	<b>Date of Submission</b>	<b>Reconciliation</b>
1	Advance	N/A	Anticipated Cash Needs for 2 months	10/1	01/15
2	Fixed	October Services	<input type="checkbox"/> 1/9 of state fiscal year funding or prorated available balance <b>minus</b> 1/9 of advances received and any interest earned	11/15	
3	Fixed	November Services	<input type="checkbox"/> 1/9 of state fiscal year funding or prorated available balance <b>minus</b> 1/9 of advances received and any interest earned	12/15	
4	Fixed	December Services	<input type="checkbox"/> 1/9 of state fiscal year funding or prorated available balance <b>minus</b> 1/9 of advances received and any interest earned	01/15	3/15
5	Fixed	January Services	<input type="checkbox"/> 1/9 of state fiscal year funding or prorated available balance <b>minus</b> 1/9 of advances received and any interest earned	2/15	
6	Fixed	February Services	<input type="checkbox"/> 1/9 of state fiscal year funding or prorated available balance <b>minus</b> 1/9 of advances received and any interest earned	3/15	
7	Fixed	March Services	<input type="checkbox"/> 1/9 of state fiscal year funding or prorated available balance <b>minus</b> 1/9 of advances received and any interest earned	4/15	6/15
8	Fixed	April Services	<input type="checkbox"/> 1/9 of state fiscal year funding or prorated available balance <b>minus</b> 1/9 of advances received and any interest earned	5/15	7/15
9	Fixed	May Services	1/9 of state fiscal year funding or prorated available balance <b>minus</b> 1/9 of advances received and any interest earned	06/15	8/15
10	Fixed	June Services	1/9 of state fiscal year funding or prorated available balance <b>minus</b> 1/9 of advances received and any interest earned	07/15	8/15
14	Final		<input type="checkbox"/>	8/15	8/15

July 1, 2013 through June 30, 2016

Invoice Number	Type of Request	Supporting Documentation	Payment Amount	Date of Submission	Reconciliation
1	Advance	N/A	Anticipated Cash Needs for 2 months	7/1	10/15
2	Fixed	July Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	8/15	
3	Fixed	August Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	9/15	
4	Fixed	September Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	10/15	
5	Fixed	October Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	11/15	1/15
6	Fixed	November Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	12/15	
7	Fixed	December Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	1/15	
8	Fixed	January Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	2/15	4/15
9	Fixed	February Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	3/15	
10	Fixed	March Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	4/15	
11	Fixed	April Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	5/15	5/15
12	Fixed	May Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	6/15	6/15
13	Fixed	June Services	<input type="checkbox"/> 1/12 of state fiscal year funding or prorated available balance minus 1/12 of advances received and any interest earned	7/15	7/15
14	Final		<input type="checkbox"/>	8/15	8/15

\*Payments may be pro-rated for the balance of the remaining months of the fiscal year for any performance adjustments made in accordance with **Section B.6.a.(7)**.

9. Page 77 of Exhibit A is hereby deleted in its entirety and revised page 77 of Exhibit A is inserted in lieu thereof, and attached hereto.

This amendment shall begin on November 19, 2012 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 6 page amendment to be executed by their officials thereunto duly authorized.

**PROVIDER: SOUTHEAST  
FLORIDA  
BEHAVIORAL  
HEALTH NETWORK,  
INC.**

**FLORIDA DEPARTMENT OF  
CHILDREN AND FAMILIES**

**SIGNED  
BY:**



**NAME:** James T. Howell, MD, MPH

**TITLE:** Chairman of the Board

**DATE:** 11/26/12

**FEDERAL EID #: 271871869**

**SIGNED  
BY:**



**NAME:** Dennis Miles

**TITLE:** Regional Managing Director

**DATE:** 11/26/12



**Exhibit A**  
**Required Reports, Required Statistics, and Performance Measures**

<b>I. ME Required Reports and Plans</b>				
All Reports and Plans must be submitted to both the Contract Manager & the Managing Entity Accountability Unit				
<b>A.</b>	<b>Required Plans</b>	<b>Frequency</b>	<b>Due Date</b>	<b>Date Received</b>
	<b>1 Operational Plans</b>	annually	1-Jul	
	a. State Mental Health Treatment Facility Bed Utilization Plan			
	b. Continuous Quality Improvement Plan			
	c. Administrative Cost Reduction Plan			
	d. Performance and Outcome Measures Plan			
	e. Data Collection Improvement Plan			
	f. Network Management Plan			
	g. Fraud and Abuse Prevention Protocol			
	<b>2 Transition Plan</b>	once	1-Jul	
	<b>3 Data Exchange Plan</b>	once	within 60 days of contract execution	
<b>B.</b>	<b>Required Reports</b>			
	<b>1 Unit Cost Fiscal Reports (if applicable, 65E-14.021(8)(d)a-c)</b>	annually	1-Apr	
	a. Agency Service Capacity Report			
	b. Projected Cost Center Operating and Capital Budget			
	c. Cost Center Personnel Detail Report			
	<b>2 Outcomes, Performance, and Quarterly Reconciliation (Exhibit A, Sections II-III)</b>	quarterly/ monthly	15th of the quarter/month following service delivery	
	<b>3 Funding Detail (Exhibit B)</b>	annually	12/15/2012 and 9/15 each year thereafter	
	<b>4 Consolidated Program Description (Exhibit C)</b>	annually	11/30/2012 and 9/15 each year thereafter	
	<b>5 Financial &amp; Compliance Audit – Attachment II</b>	annually	within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report	
	<b>6 Monthly Data submission to SAMHIS</b>	monthly	11th day of the month following service delivery	
	<b>7 Monthly Invoice and Supporting Documentation</b>	monthly	15th of the month following service delivery	
	<b>8 Incident Report Submission to IRAS</b>	within 24 hours of occurrence	within 24 hours of occurrence	
	<b>9 Audit Schedules (for client non-specific unit cost performance contracts) (65E-14.003)</b>	quarterly/ monthly	15th of the month following service delivery	
	a. Schedule of State Earnings			
	b. Schedule of related Party Transaction Adjustments			
	c. Program/Cost Center Actual Expenses & Revenues			
	d. Schedule of Bed-Day Availability Payments			
	<b>10 Security Agreement Form</b>	annually	1-Jul	
	<b>11 Emergency Preparedness Plan</b>	once and updated annually	within 30 days of contract execution and updated annually 1-Jul	
	<b>12 Proof of Insurance</b>	annually	upon contract execution and updated annually	
	<b>13 Annual Report for HIV Early Intervention Services, SAPT Block Grant Set Aside Funded Services Only - Contract</b>	annually	15-Jun	
	<b>14 Annual Report for Evidenced-based Injection Drug User Outreach Services, SAPT Block Grant Mandate, Designated Providers Only- Contract</b>	annually	15-Jun	
	<b>15 Annual Report for Pregnant Women and Women With Dependent Children SAPT Block Grant Set Aside Funded Services Only</b>	annually	15-Jun	
	<b>16 Annual Prevention Services Report SAPT Block Grant</b>	annually	15-Jun	