

AMENDMENT #0004

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**.

The purpose of this amendment is to add \$689,867 to current fiscal year funding of the Southeast Region budget.

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 \$185,935,461 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 59, Section C., Method of Payment, 1.a. 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 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 \$185,935,461 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, 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	\$ 29,574,934	\$ 9,034,641		\$ 38,609,575
2013-2014	\$ 40,272,017	\$ 9,446,523	\$ 2,187,616	\$ 49,718,540
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
Total	\$ 153,299,883	\$ 32,635,578	\$ 4,604,892	\$ 185,935,461

3. Pages 63, Section C. Method of Payment, 8. Advance 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	\$8,171,445.49	July 1st
July	\$3,462,257.87	August 15th
August	\$3,462,257.87	September 15th
September	\$3,462,257.87	October 15th
October	\$3,462,257.87	November 15th

November	\$3,462,257.87	December 15th
December	\$3,462,257.87	January 15th
January	\$3,462,257.87	February 15th
February	\$3,462,257.87	March 15th
March	\$3,462,257.87	April 15th
April	\$3,462,257.87	May 15th
May	\$3,462,257.87	June 15th
June	\$3,462,257.94	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 **August 12, 2013** 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 **3** 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:** _____

**SIGNED
BY:** _____

NAME: Ann Berner

NAME: Dennis Miles

TITLE: Chief Executive Officer

TITLE: Regional Managing Director

DATE: 8/12/2013

DATE: 8/12/13

FEDERAL EID #: 271871869