

THIS AMENDMENT, entered into between the State of 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.

Amendment #0001 revised the method of payment and added an additional \$798,121.00.

Amendment #0002 added an additional \$458,274.00 due to realignment of the Central Region Budget.

Amendment #0003 added an additional \$691,807.00 due to the realignment of the Southeast Region Budget.

Amendment #0004 changed the Method of Payment Section C. 8 pages 59-61 of Attachment 1 and added \$689,867.00 to the Fiscal Year contracted amount.

Amendment #0005 added a special provision incorporating those provisions required by 45 CFR s.164.504(e) and added the five (5) page HIPPA Attachment changing the number of pages in the contract to 114.

1. The purpose of Amendment # 0006 is to add \$1,272,924.00 to the current fiscal year of the IH611 contract.

This Contract incorporates by reference, the Managing Entity Schedule of Funds, as of November 8, 2013.

This amendment provides for an increase in the total value of the contract for fiscal year 2013 - 2014, which is comprised of

- a. Adult Mental Health. \$198,007.00 is added to the contract from General Revenue and \$39,944.00 from the Alcohol, Drug Abuse, and Mental Health Trust Fund for the provision of services.
- b. Adult Substance Abuse. \$218,588.00 is reduced from the contract from the Alcohol, Drug Abuse, and Mental Health Trust Fund
- c. Adult Substance Abuse. \$716,740.00 is added from General Revenue for the provision of services.
- d. Children's Substance Abuse: \$103,373.00 is added to the contract from the Alcohol, Drug Abuse, and Mental Health Trust Fund and \$120,114.00 is added from the General Revenue for the provision of services.
- e. Projects for Assistance in Transition from Homelessness (PATH): \$295,176.00 is added to the contract from the Federal Grants Trust Fund, and \$18,158.00 from the General Revenue for the provision of services.

2. The following technical adjustments are made to the Contract via the Schedule of Funds dated November 8, 2013:

- a. Florida Assertive Community Treatment (FACT) adjustment: \$763,200.00

This adjustment combines the entire FACT budget into one budget and expenditure Other Cost Accumulator (OCA) (MHA73). OCA MHA74 will no longer be a valid OCA for budget or expenditures.

- b. Children at Risk of Emotional Disturbance Adjustment: \$65,300.00

This adjustment moves \$65,300.00 from Children at Risk of Emotional Disturbance budget into the general Children's Mental Health Block Grant and Maintenance of Effort (MOE).

3. **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 **\$187,208,385.00** 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.

4. **Page 3, Standard Contract, Section 18., dated 06/2012, Official Payee and Party Representative**, is amended to read:

- a. The Provider's name as show above and mailing address of the official payee to who the payment shall be made are:
Southeast Florida Behavioral Health Network, 140 Intracoastal Pointe Drive, Suite 211, Jupiter, Florida, 33477, (561) 203-2485.
- b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained is: Penny Alsop, 140 Intracoastal Pointe Drive, Suite 211, Jupiter Florida, 33477, (561) 203-2485, penny_alsop@sefbhn.org.
- c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:
Melissa Helen Trentham, 111 South Sapodilla Avenue, Room 317 – A, West Palm Beach, Florida, 33401, (561) 227-6679, melissa_h_trentham@dcf.state.fl.us.
- d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is: Ann Berner, 140 Intracoastal Pointe Drive, Suite 211, Jupiter Florida, 33477, (561) 203-2485, ann_berner@sefbhn.org.

5. **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 **\$187,208,385.00** 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 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 | \$ 41,303,086 | \$ 9,688,378 | \$ 2,447,590 | \$ 50,991,464 |
| 2014-2015 | \$ 41,772,430 | \$ 7,256,244 | \$ 2,249,812 | \$ 49,028,673 |
| 2015-2016 | \$ 41,680,502 | \$ 6,898,172 | \$ 358,072 | \$ 48,578,673 |
| Total | \$ 154,330,952 | \$ 32,877,435 | \$ 5,055,474 | \$ 187,208,385 |

6. 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 subsection 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 | \$3,553,181.01 | January 15th |
| January | \$3,659,258.00 | February 15th |
| February | \$3,659,258.00 | March 15th |
| March | \$3,659,258.00 | April 15th |
| April | \$3,659,258.00 | May 15th |
| May | \$3,659,258.00 | June 15th |
| June | \$3,659,258.15 | 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 **December 15, 2013** or the date on which the amendment has been signed by both parties, whichever is later.

All provisions of the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions of the contract not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

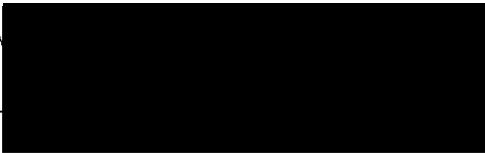
IN WITNESS THEREOF, the parties hereto have caused this **5** page amendment to be executed by their officials' thereunto duly authorized.

PROVIDER: Southeast Florida Behavioral Health Network, Inc.

STATE OF 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: 12/12/2013

DATE: 12/13/13

FEDERAL ID NUMBER:
271871869