

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**.

PREAMBLE: The purpose of Amendment #0019 to Contract No. KH225 is to amend Exhibit E-2 with the Schedule of Funds dated 12/17/2014 for FY2014-2015. This Schedule of Funds includes a \$364,976 reduction in the current fiscal year and also reflects approved budget amendment B-0126 which transferred General Revenue and TANF funds between the Provider and Broward Behavioral Health Coalition - Contract No. JH343.

In addition, this amendment removes any references to and the requirement of Incorporated Document 31, SAMH Other Funds Source Report, in Attachment I and Exhibit D, Required Reports, Plans, and Functional Tasks. Attachment III, Financial and Compliance Audit, is also being amended to reflect the correct e-mail address.

As a result, the Standard Contract, Attachment I, Exhibit D, Required Reports, Plans, and Functional Tasks, Exhibit E-2, ME Schedule of Funds, and Attachment III, Financial and Compliance Audit, are amended.

1. Page 1, Standard Contract (dated 05/2014), Section 3, Payment for Services, as previously amended on Page 1 of Amendment #0018, is hereby amended to read:

3. Payment for Service. The Department shall pay for contracted services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this contract of an amount not to exceed **\$375,714,106.75** or the rate schedule, subject to availability of funds and the Department’s determination of 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 31, Attachment I (dated 07/01/2014), Section C. Method of Payment, Paragraph 1, as previously amended on Page 1 of Amendment #0018, is hereby amended to read:

1. Payment Clause

- a. This advance fixed price, fixed payment contract is comprised of federal and state funds, subject to reconciliation. **Exhibit E, ME Schedule of Funds** identifies the type and amount of funding provided. At the beginning of each fiscal year, the **Exhibit E, ME Schedule of Funds** will be amended into this contract, and the total contract amount will be adjusted accordingly.
- b. The Department will pay the Managing Entity an operational cost for the management of the Network in accordance with the terms and conditions of this contract. The direct service cost is defined as the annual value of the contract less the operational cost of the Managing Entity.
- c. The contract total dollar amount shall not exceed **\$375,714,106.75**, subject to the availability of funds, as outlined below:

Table 1: Contract Funding

State Fiscal Year	Managing Entity Operational Cost	Direct Service Cost	Total Value of Contract
2010-2011 (9 months)	\$3,399,627.00	\$52,952,530.00	\$56,352,157.00
2011-2012	\$3,491,295.00	\$72,420,596.00	\$75,911,891.00
2012-2013	\$3,465,665.00	\$70,244,946.00	\$73,710,611.00
2013-2014	\$3,432,250.00	\$72,178,646.00	\$75,610,896.00
2014-2015	\$3,482,241.35	\$72,218,657.65	\$75,700,899.00
2015-2016 (3 months)	\$866,416.25	\$17,561,236.50	\$18,427,652.75
Total	\$18,137,494.60	\$357,576,612.15	\$375,714,106.75

3. **Page 34, Attachment I (dated 07/01/2014), Section C. Method of Payment, Paragraph 6.b., Incorporated Document 31, SAMH Other Funds Source Report, is hereby deleted in its entirety.**
4. **Page 41, Attachment I (dated 07/01/2014), Section F. Paragraph 31. is hereby amended to read:**
 31. **Incorporated Document 31. SAMH Other Funds Source Report:** Requirement removed effective December 15, 2014.
5. **Pages 52-54, Exhibit D, Required Reports, Plans, and Functional Tasks (dated 07/01/2014), is hereby deleted in its entirety and replaced with Revised Pages 52-54, Exhibit D, Required Reports, Plans, and Functional Tasks (dated 01/15/2015)**
6. **Page 56, Exhibit E-2, ME Schedule of Funds (dated 09/12/2014), as previously amended on Page 3 of Amendment #0018, is hereby deleted in its entirety and replaced with Revised Page 56, Exhibit E-2, ME Schedule of Funds (dated 12/17/2014).**
7. **Page 65, Attachment III, Financial and Compliance Audit, Part III. Report Submission, Section B. is hereby amended to read as follows:**
 - B. Department of Children and Families - (1 electronic copy and management letter, if issued)
Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
E-mail Address: Single.Audit@myflfamilies.com

Signature Page Follows (Page 3)

This amendment shall begin on **January 30, 2015** 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 **seven (7) page** amendment to be executed by their officials thereunto duly authorized.

PROVIDER
SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INC.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: 

SIGNED BY: 

NAME: John W. Dow

NAME: Bronwyn Stanford

TITLE: President and Chief Executive Officer

TITLE: Regional Managing Director

DATE: 1/16/15

DATE: 1/23/15

FEDERAL ID NUMBER: 59-3380599

ME Required Reports, Plans, and Functional Tasks

All Reports and Plans must be submitted to the Contract Manager electronically & be uploaded to the ME’s secure web-based doc-vault.

		Required by	Frequency	Due Date
A. Required Reports & Plans				
1	ME Annual Business Operations Plan	Attachment I Section B.1.a.(1)(d)	annually	August 1, 2014 and July 15 each year thereafter
2	Plan for Reintegrating Discharge-Ready Individuals	Attachment I Section B.1.a.(1)(e)	annually	July 15 each year
3	Care Coordination Plan	Attachment I Section B.1.a.(2)(b)	once and reviewed annually	within 60 days of execution
4	Fraud and Abuse Prevention Protocol	Attachment I Section B.1.a.(3)(d)	once	within 60 days of execution
5	Quality Assurance Plan	Attachment I Section B.1.a.(3)(e)2	once and annually	within 60 days of execution and annually no later than August 31 st
6	Network Service Provider Management Plan	Attachment I Section B.1.a.(4)(a)	once and annually	within 30 days of execution and annually no later than July 1 st
7	Managing Entity Expiration/Termination Transition Planning Requirements	Attachment I Section B.1.a.(1)(g)	once	within 90 days of execution
8	Information Technology Plan	Attachment I Section B.1.a.(5)(d)	once and reviewed annually for progress	within 60 days of execution and reviewed annually
9	Cost Allocation Plan	Attachment I Section C.4.	once, revised annually, and updated as needed	within 30 days of execution, revised each year by July 31 st and revisions required by the Department submitted by the date of the payment request for September. requested revisions within 20 days of notifying the Department
10	Managing Entity Spending Plan for Carry Forward Report	Attachment I Section C.5.b.	annually	within 30 days of receiving confirmation of the approved amount from the Department

B. Required Financial Forms & Documents				
1	Financial & Compliance Audit	Attachment III	annually and as needed	within 180 days after the end of the provider's fiscal year or within 30 days of the ME's receipt of the audit report
2	Interim Financial Statements or Other Financial Analysis	Attachment I Section B.1.a.(6)(d)	as needed	within 30 days of being provided to the Board of Directors
3	Projected Operating and Capital Budget	Attachment I Section B.2.a. Exhibit B	annually	within 30 days of the Schedule of Funds being amended
4	Documentation of interest earned on advanced funds	Attachment 1 Section C.2.b.	quarterly	no later than 20 th of the month following service delivery and final each fiscal year by August 15 th
5	Managing Entity Fixed Payment Invoice (Advance Payment)	Attachment 1 Section C.2.e.	annually	July 1 st each fiscal year
6	Managing Entity Monthly Fixed Payment Invoice	Attachment I Sections C.2.e. & C.3.a.(1)	monthly/annually	no later the 1 st of the month following service delivery and final each fiscal year by August 15 th
7	SAMH Managing Entity Monthly Progress Report	Attachment I Section C.3.a.(2)	Monthly	no later than the 1 st of the month following service delivery and final each fiscal year by August 15 th
8	SAMH Managing Entity Monthly Expenditure Report	Attachment I Sections C.2.e. & C.3.a.(3)	monthly/annually	no later than the 20 th of the month following service delivery and final each fiscal year by August 15 th
9	SAMH Managing Entity Monthly Carry Forward Expenditure Report	Attachment I Sections C.2.e. & C.3.a.(4)	Monthly	no later than 20 th of the month following service delivery and final each fiscal year by August 15 th
C. Required Data Submission & Performance Reporting				
1	Monthly Data Submission to SAMH Data System	Attachment I Section B.1.a.(5)(c)	monthly	18 th day of the month following service delivery
2	Submission of Corrected Records to SAMH Data System	Attachment I Section B.1.a.(5)(l)	as needed	within 60 days after initial record submission
3	Corrective Action Plan – Rejected Data	Attachment I Section B.1.a.(5)(m)	as needed	within 30 days of the second month with rejection rate > 5%
4	Community Mental Health Services Block Grant and/or the Substance Abuse Prevention and Treatment Block Grant Services	Attachment I Section B.1.a.(5)(n)	as requested	within 3 business days of request
5	Quarterly Report	Attachment I Section C.10	quarterly	no later than October 20, January 20, April 20 and July 31

D. Required Contract Forms & Documents				
1	W-9 Form	Standard Contract Section C.7.e.	once	upon execution
2	Proof of Insurance	Standard Contract Section 9 Attachment I Section D.4.	annually & as needed	upon execution and updated annually by March 31st and within 30 calendar days of a modification of terms
3	Security Agreement Form	Standard Contract Section 28.c.	annually	upon execution and updated annually
4.	Emergency Preparedness Plan	Standard Contract Section 13	annually	30 days of execution and updated annually
5.	Civil Rights Compliance Checklist	Standard Contract Section 35.b.	annually	30 days of execution and updated annually
6.	HHS Compliance Reporting	Standard Contract Section 35.i.	monthly	5 th working day of the month, covering previous months service
E. Functional Tasks & Deadlines				
1	Consumer Affairs Representative Nomination	Attachment I Section B.2.c.(2)	once and updated annually	upon execution and updated annually on or before July 1
2	Facility Representative Nomination	Attachment I Section B.2.c.(3)	once and updated annually	upon execution and updated annually on or before July 1
3	Network Service Provider Representative	Attachment I Section B.2.c.(4)	once and updated annually	upon execution and updated annually on or before July 1
4	Notification of Network Service Provider performance that may interrupt service delivery or involve media coverage	Attachment I Section B.1.a.(3)(c)	as needed	within 48 hours
5	Incident Report Submission to IRAS- Management & Oversight	Standard Contract Section 12 Attachment I Section B.1.a.(3)(f)	as needed	upon discovery of an incident
6	Child Welfare Integration	Attachment I Section B.6.b.(1)	once and updated annually	
7	Designate CCP Provider	Attachment I Section B.1.a.(7)(b)1.	once	within 60 days of execution and notification within 10 days of any change
8	Staffing Changes – CEO, COO, CFO	Attachment I Section B.2.b.	as needed	within 5 business days of any change
9	Establish & maintain internet-based electronic vault for access contract-related documents	Attachment I Sections B.3.f. & B.5.c.(2)	once and updated as needed	within 60 days of assignment and uploading of all new documents within 10 business days
10	Cost Analysis for each Subcontract	Attachment I Section B.3.d.	annually and as needed	annually no later than July 31 and notification within 5 days of execution any new subcontract
11	Notification of any ME change in location	Attachment I Section B.4.b.	as needed	minimum of 10 calendar days prior to any change in location where services are provided minimum of 30 days prior to change in location of ME affecting Department's ability to contact
12	Staff Member responsible for providing immediate response	Attachment I Section B.2.c.(1)	once and updated annually	upon execution and updated annually at the beginning of each fiscal year
13	E-Verify	Attachment I Section D.6.	once	enrollment within 30 calendar days of execution use within 90 calendar days of enrollment

ME Schedule of Funds
South Florida Behavioral Health Network, Inc. - Contract# KH225
FY 2014-15 Use Designation - As of 12/17/2014

Other Cost Accumulators Title	Other Cost Accumulators	Federal	State	Total
Mental Health - Adult				
ME Services & Supports Provider Activity - Adult Mental Health	MHA00	1,285,644	26,099,025	27,384,669
Evidence Based Prevention and Treatment Approaches	MHA26	-	-	
Community Forensic Beds	MHA72	-	3,154,522	3,154,522
Florida Assertive Community Treatment (FACT)	MHA73	1,253,211	2,509,851	3,763,062
Indigent Psychiatric Medication Program	MHA76	-	113,991	113,991
Baycare Behavioral Health- Vets	MHA86	-	-	
Guidance Care Center- Key West	MHA88	-	100,000	100,000
Clay Behavioral Health Center	MHA89	-	-	
Northside Mental Health Center	MHA90	-	-	
Palm Beach Mental Health/ Substance Abuse Treatment	MHA92	-	-	
Camillus House Mental Health/ Substance Abuse Treatment- Homeless	MHA93	-	25,000	25,000
Citrus Health Network	MHA94	-	455,000	455,000
Grants PATH	MHAPG	503,605	-	503,605
Temporary Assistance for Needy Families (TANF)	MHATB	1,300,959	-	1,300,959
Subtotal Mental Health - Adult		4,343,419	32,457,389	36,800,808
Mental Health - Children				
ME Services & Supports Provider Activity - Children's Mental Health	MHC00	1,345,197	4,731,349	6,076,546
Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	MHC71	-	342,970	342,970
Baycare Behavioral Health- Children	MHC87	-	-	
Title XXI Children's Health Insurance Program (Behavioral Health Network)	MHCBN	717,830	292,800	1,010,630
Grant Miami-Dade Wraparound FACES	MHCFA	937,000	-	937,000
Grants Miami-Dade County Wraparound	MHCMD	1,541,678	-	1,541,678
Grants Project Launch	MHCPL	-	-	
Subtotal Mental Health - Children		4,541,705	5,367,119	9,908,824
Substance Abuse - Adult				
ME Services & Supports Provider Activity - Adult Substance Abuse	MSA00	8,000,460	6,448,743	14,449,203
HIV Services	MSA23	615,894	-	615,894
Prevention Services	MSA25	261,882	-	261,882
Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	MSA81	-	1,812,723	1,812,723
Strengthen Our Communities	MSA85	-	-	
Family Intensive Treatment (FIT)	MSA91	-	633,190	633,190
Temporary Assistance for Needy Families (TANF)	MSATB	955,917	-	955,917
Subtotal Substance Abuse - Adult		9,834,153	8,894,656	18,728,809
Substance Abuse - Children				
ME Services & Supports Provider Activity - Children's Substance Abuse	MSC00	1,130,752	5,782,405	6,913,157
HIV Services	MSC23	44,743	-	44,743
Prevention Services	MSC25	2,380,670	-	2,380,670
Drug Abuse Comprehensive Coordinating Treatment (DACCO)	MSC95	-	-	
Prevention Partnership Grant (PPG)	MSCPP	820,788	-	820,788
Temporary Assistance for Needy Families (TANF)	MSCTB	103,100	-	103,100
Subtotal Substance Abuse - Children		4,480,053	5,782,405	10,262,458
Total All Fund Sources		23,199,330	52,501,569	75,700,899

Children's Mental Health SED Requirement	
Children's Mental Health SED Target (Expenditures in MHC01, MHC09, & MHC18 are eligible cost to meet this requirement)	4,427,937

*Children's Mental Health spending thresholds based on the actual SAMH expenditures from FFY 1994, which is no less than \$39,659,772