

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 #0021 renewed Contract IH611 for an additional three years through June 30, 2019 and restated the contract with CF Standard Integrated Contract 2016.

Amendment #0022 updated Exhibit E, Schedule of Funds dated 6/7/2016 and added \$25,490.00 to Fiscal Year 15-16 of the contract, as specified in Budget Amendment B-0110 in the amount of \$12,990.00 and Budget Amendment B-0258 in the amount of \$12,500.00.

Amendment #0023 updated Exhibit E, Schedule of Funds dated 8/8/16 and added \$578,067.00 to Fiscal Year 16-17 of the contract, as specified in Budget Amendments B-0012, B-0018, and B-0021

Amendment #0024 added \$432,410.00 to the current Fiscal Year 2016-2017; revised Exhibit A, Special Provisions; Exhibit C3, ME Required Reports, Plans, and Functional Tasks; Exhibit F, Method of Payment; Exhibit F1, Schedule of Funds; and Exhibit F2, Schedule of Payments.

Amendment #0025 updated Exhibit B, Scope of Work; pursuant to PHS Act §1931(a)(l)(E) and 1916(a)(5) and 45 CFR §96.135(a)(5), the Managing Entity may not enter into subcontracts with a for-profit entity using Block Grant funds unless the for-profit entity subcontract is solely for providing goods and services for the Managing Entity's own use in meeting its obligations under this Contract. A subcontract with a for-profit entity may not provide for services meeting the definition of a "subaward" as defined in 2 CFR §200.92, using Block Grant funds, and revised Exhibit F1, ME Schedule of Funds, which did not have any financial impact.

Amendment #0026 updated the Schedule of Funds by transferring general revenue budget authority from OCAs MH000 and MS000 to two newly created OCAs, MHSFP and MSSFP to track for-profit sub-recipient expenditures.

Amendment #0027 updated the Schedule of Funds by transferring budget authority in OCA MHSOC for the new System of Care grant award effective 09/30/16.

The purpose of Amendment **#0028** is to revise Exhibit A and Exhibit C1 to incorporate the requirements of the Partnerships For Success (PFS) guidance document, update the Schedule of Funds due to State Budget Amendments as detailed in the Memorandum of Negotiation, and to update Attachment 1 for revised state requirements. The net effect of the budget amendments reduces the contract amount for Fiscal Year 2016-2017 by \$102,568.00.

1. Page 1, CF Standard Integrated Contract, Section 1.1., dated 2016, Purpose and Contract Amount is hereby amended to read:

Section 1.1, Purpose and Contract Amount

The Department is engaging the Provider for the purpose of serving as a Regional Managing Entity, pursuant to s.394.9082, F.S., to manage the day-to-day operational delivery of behavioral health services through an organized system of care, pursuant to state and federal law, within the annual appropriation, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **\$ 363,642,021.00**.

2. Pages 18 through 22, CF Standard Integrated Contract 2016, **Exhibit A, Special Provisions**, dated November 30, 2016, are hereby deleted in their entirety and Revised Pages 18 through 22, **Exhibit A, Special Provisions**, dated March 3, 2016 are inserted in lieu thereof and attached hereto.
3. Pages 53 through 54, CF Standard Integrated Contract 2016, **Exhibit C1, Additional Region-Specific Tasks**, dated May 12, 2016, are hereby deleted in their entirety and Revised Pages 53 through 54, **Exhibit C1, Additional Region-Specific Tasks**, dated March 2, 2016 are inserted in lieu thereof and attached hereto.
4. Pages 68 through 71, CF Standard Integrated Contract 2016, **Exhibit F, Method of Payment** dated January 13, 2017 are hereby deleted in their entirety and Revised Pages 68 through 71, Standard Integrated Contract 2016, **Exhibit F, Method of Payment** dated March 1, 2017 are inserted in lieu thereof and attached hereto.
5. Page 72, CF Standard Integrated Contract 2016, **EXHIBIT F1, ME Schedule Of Funds**, dated January 11, 2017 is hereby deleted in its entirety and Revised Page 72, Standard Integrated Contract 2016, **EXHIBIT F1, ME Schedule Of Funds**, dated February 23, 2017 is inserted in lieu thereof and attached hereto.
6. Page 73, CF Standard Integrated Contract 2016, **Exhibit F2, Schedule of Payments** dated January 13, 2017 is hereby deleted and Revised Page 73, Standard Integrated Contract 2016, **Exhibit F2, Schedule of Payments** dated February 27, 2017 is inserted in lieu thereof and attached hereto.
7. Pages 75 through 77, CF Standard Integrated Contract 2016, **Attachment 1** dated May 12, 2016 are hereby deleted in their entirety and Revised Pages 75 through 77, **Attachment 1** dated March 1, 2017 are inserted in lieu thereof and attached hereto.

<<< The remainder of this page is intentionally left blank. >>>

This amendment shall begin on **March 15, 2017** 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 to 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.

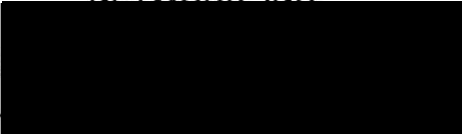
This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this **nineteen (19) page** amendment to be executed by their officials' thereunto duly authorized.

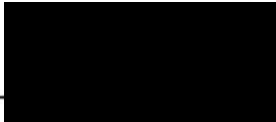
PROVIDER: SOUTHEAST FLORIDA
BEHAVIORAL HEALTH
NETWORK INC

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: 3/8/2017

DATE: 3-14-17

FEDERAL ID NUMBER: 271871869

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9, as provided herein:

A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1 Contract Document

In addition to the provisions of Section 1.4., the following documents, or the latest revisions thereof, are incorporated herein and made a part of this Contract.

A-1.1.1 Additional Contract Exhibits

Exhibits A1, A2, B1, C1, C2, C3, F1 and F2

A-1.1.2 Guidance Documents

Guidance 1 - Evidence-Based Guidelines

Guidance 2 - Tangible Property Requirements

Guidance 3 - Managing Entity Expiration, Termination and Transition Planning Requirements

Guidance 4 - Care Coordination

Guidance 5 - Residential Mental Health Treatment for Children and Adolescents

Guidance 6 - Outpatient Forensic Mental Health Services

Guidance 7 - Forensic and Civil Treatment Facility Admission and Discharge Processes

Guidance 8 - Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure

Guidance 9 - Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach Access, and Recovery (SOAR)

Guidance 10 - Prevention Services

Guidance 11 - Juvenile Incompetent to Proceed (JITP)

Guidance 12 - Behavioral Health Network (BNet) Guidelines and Requirements

Guidance 13 - Indigent Drug Program (IDP)

Guidance 14 - Prevention Partnership Grants (PPG)

Guidance 15 - Projects for Assistance in Transition from Homelessness (PATH)

Guidance 16 - Florida Assertive Community Treatment (FACT) Handbook

Guidance 17 - Temporary Assistance for Needy Families (TANF) Funding Guidance

Guidance 18 - Family Intensive Treatment (FIT) Model Guidelines and Requirements

Guidance 19 - Integration with Child Welfare

Guidance 20 - Local Review Team

Guidance 21 - Housing Coordination

Guidance 22 - Federal Grant Financial Management Requirements

Guidance 23 - Crisis Counseling Program

Guidance 24 - Performance Outcomes Measurement Manual

March 3, 2017

Guidance 25 - National Voter Registration Act Guidance

Guidance 26 - Women's Special Funding, Substance Abuse Services for Pregnant Women and Mothers

Guidance 27 – Central Receiving Systems Grant

Guidance 28 – Forensic Multidisciplinary Team

Guidance 29 – Transitional Voucher

Guidance 30 – Partnerships for Success (PFS)

A-1.1.3 Templates

Template 1 - Provider Tangible Property Inventory Form

Template 2 - Managing Entity Substance Abuse and Mental Health Block Grant Reporting Template Overview and Instructions

Template 3 - Narrative Report for the Substance Abuse and Mental Health Block Grant

Template 4 - Managing Entity Annual Business Operations Plan

Template 5 - ALF-LMH Forms

Template 6 - BNet Participant Forms

Template 7 - BNet Alternative Service Forms

Template 8 – *Deleted, effective 11/29/2016*

Template 9 - Local Match Calculation Form

Template 10 - Managing Entity Monthly Fixed Payment Invoice

Template 11 - Managing Entity Monthly Progress Report

Template 12 - Managing Entity Monthly Expenditure Report

Template 13 - Managing Entity Monthly Carry Forward Expenditure Report

Template 14 - Cost Allocation Plan

Template 15 - Managing Entity Spending Plan for Carry Forward Report

Template 16 - Women's Special Funding Reporting Template

Template 17 - FIT Reporting Template

Template 18 - Transitional Voucher Quarterly Report

Template 19 – Partnerships for Success Grant Drug Epidemiology Network (DENs) Report

A-1.1.4 Unless otherwise specified in this Contract, all documents incorporated by reference may be located at the following Department webpage location:

<http://www.myffamilies.com/service-programs/substance-abuse/managing-entities>

Copies of these documents may also be obtained from the Department, 1317 Winewood Boulevard, Tallahassee, FL, 32399-0700.

A-1.2 Program Specific Terms

In addition to the provisions of Section 1.4.1., the definitions in Exhibit A1 apply to this Contract.

March 3, 2017

A-2 STATEMENT OF WORK

There are no additional provisions to this section of the Contract.

A-3 PAYMENT, INVOICE AND RELATED TERMS

There are no additional provisions to this section of the Contract.

A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 Notwithstanding the terms of Section 4.3., the Managing Entity may subcontract with Network Service Providers without advance approval in writing by the Department.

A-4.2 Insurance

In addition to the provisions of Section 4.5., the following Special Insurance Provisions shall apply to this Contract. In the event of any inconsistency between the requirements of this section and the requirements of Section 4.5., the provisions of this section shall prevail and control.

A-4.2.1 The Managing Entity shall notify the Contract Manager within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

A-4.2.2 The Managing Entity acknowledges that, as an independent contractor, the Managing Entity and its Network Service Providers at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

A-4.2.3 The Managing Entity shall obtain and provide proof to the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Managing Entity and all of its employees. The limits of Managing Entity's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

A-4.2.4 The Managing Entity shall cause all Network Service Providers, at all tiers, who the Managing Entity reasonably determines to present a risk of significant loss to the Managing Entity or the Department, to obtain and provide proof to Managing Entity and the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability covering the Network Service Provider and all of its employees. The limits of coverage for the Managing Entity's Network Service Providers, at all tiers, shall be in such amounts as the Managing Entity reasonably determines to be sufficient to cover the risk of loss.

A-4.2.5 If any officer, employee, or agent of the Managing Entity operates a motor vehicle in the course of the performance of its duties under this contract, the Managing Entity shall obtain and provide proof to the Department of comprehensive automobile liability insurance coverage. The limits of the Managing Entity's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

A-4.2.6 If any officer, employee, or agent of any Network Service Provider, at all tiers, operates a motor vehicle in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider to obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage with the same limits.

A-4.2.7 The Managing Entity shall obtain and provide proof to the Department of professional liability insurance coverage, including errors and omissions coverage, to cover the Managing Entity and all of its employees. If any officer, employee, or agent of the Managing Entity administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Managing Entity under this contract, the professional liability coverage shall include medical

March 3, 2017

malpractice liability and errors and omissions coverage, to cover the Managing Entity and all of its employees. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

A-4.2.8 If any officer, employee, or agent of the Network Service Provider, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider, at all tiers, to obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Network Service Provider employees with the same limits.

A-4.2.9 The Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Managing Entity, or Network Service Provider purchasing the insurance.

A-4.2.10 All such insurance policies of the Managing Entity and its Network Service Providers, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm, and shall name the Department as an additional insured under the policy or policies. The Managing Entity shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Department in the reasonable exercise of its judgment.

A-4.2.11 All such insurance proposed by the Managing Entity shall be submitted to and confirmed by the Contract Manager annually by March 31.

A-5 RECORDS, AUDITS AND DATA SECURITY

A-5.1 Inspections and Corrective Action

In addition to the terms of Section 5.2., the following requirements shall apply to this Contract.

A-5.1.1 The Managing Entity shall be monitored in accordance with s. 402.7305, F.S., and CFOP 75-8, Policies and Procedures of Contract Oversight. The Managing Entity shall comply with any requests made by the Department as part of the conduct of such monitoring. At no cost to the Department, the Managing Entity shall provide complete access to all programmatic, administrative, management, budget and financial information related to services provided under this contract.

A-5.1.2 The Department will provide a written report to the Managing Entity within 30 days of the monitoring team's exit. If the report indicates corrective action is necessary, the Managing Entity shall provide a proposed corrective action plan for the Department's approval, except in the case of threat to life or safety of Individuals Served, in which case the Managing Entity shall take immediate action to ameliorate the threat and associated causes.

A-5.1.3 The Managing Entity shall cooperate at all times with the Department to conduct these reviews and shall provide all documentation requested by the reviewers in a timely manner at its administrative office or other location, as determined by the Department.

A-6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1 Termination

The provisions of Section 6.2.1. and Section 6.2.2. are hereby modified and superseded as follows. The remaining clauses of Section 6 remain in effect.

March 3, 2017

A-6.1.1 Notwithstanding the provisions of Section 6.2.1., in accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than 180 calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

A-6.1.2 Notwithstanding the provisions of Section 6.2.2., this Contract may be terminated by the Provider upon no less than 180 calendar days' notice in writing to the Department unless a sooner time is mutually agreed upon in writing.

A-6.2 Dispute Resolution

In addition to the terms of Section 6.3., the following Dispute Resolution terms shall apply to this Contract:

A-6.2.1 The parties agree to cooperate in resolving any differences in interpreting the contract. Within five working days of the execution of this contract, each party shall designate one person with the requisite authority to act as its representative for dispute resolution purposes. Each party shall notify the other party of the person's name and business address and telephone number. Within five working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Managing Entity's Chief Executive Officer (CEO) and the Department's Regional Managing Director (RMD). Upon referral to this second step, the respective parties shall confer in an attempt to resolve the issue.

A-6.2.2 If the CEO and RMD are unable to resolve the issue within 10 days, the parties' appointed representatives shall meet within 10 working days and select a third representative. These three representatives shall meet within 10 working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action will be in Leon County, Florida.

A-7 OTHER TERMS

A-7.1 The Managing Entity shall comply with all applicable federal and state laws and regulations and all policies, directives and guidelines published by the Department. In the event the Department amends any policies, directives, or guidelines after contract execution, the Department will provide electronic notice to the Managing Entity.

A-7.2 Exhibit A2 contains additional state and federal laws, rules, and regulations applicable to performance under this Contract.

A-8 FEDERAL FUNDS APPLICABILITY

There are no additional provisions to this section of the Contract.

A-9 CLIENT SERVICES APPLICABILITY

There are no additional provisions to this section of the Contract.

<<< The remainder of this page is intentionally left blank. >>>

EXHIBIT C1 – ADDITIONAL REGION-SPECIFIC TASKS

C1-1 Collaboration with Southeast Region Assignments

The Managing Entity will work in collaboration with the Southeast Region SAMH staff in completing any assignments given to the Southeast Region which involve the ME and/or its subcontractors and for which the ME would have or have access to the needed information. Any deadlines would be negotiable when the Southeast Region has the flexibility to negotiate.

C1-2 Communications

C1-2.1 The Managing Entity shall ensure significant communications from the Managing Entity to the Department will include the Contract Manager and the Regional SAMH Director.

C1-2.2 All Public Meetings as well as Board and Board Committee Meetings must be noticed directly to the Contract Manager and the Regional SAMH Director.

C1-3 Partnership Meetings

The Managing Entity and the Southeast Region SAMH Office will meet at a minimum of every two months regarding programmatic issues and updates in the SAMH System of Care for the Region.

C1-4 Client Stakeholder, Provider, and/or Licensing Issues, Incidents, Complaints, and/or Investigations

C1-4.1 The Managing Entity will share currently available information about the issue, during and following, with the SER SAMH designated staff.

C1-4.2 The Department will share currently available information regarding a provider contracted with the Managing Entity when substance abuse provisional/probationary licenses are issued.

C1-5 System of Care Expansion Grant Regional Project Coordinator

During FY16-17 (Federal FY ending September 30, 2016), the Managing Entity shall provide regional coordination of the System of Care Expansion Project authorized by SAMHSA Grant Award #5U79SM061235. In addition to the staffing requirements of Attachment I, section B.2., the Managing Entity shall maintain 1.0 Full-Time Equivalent position designated as the System of Care Expansion Grant Regional Project Coordinator. The position shall be assigned the minimum qualifications, job description and responsibilities established by the Department's SAMHSA-approved Grant Application, hereby incorporated herein by reference.

C1-6 NAVIGATE Program – Evidence-Based Treatment for First Episode Psychosis (FEP)

Pursuant to the CMHBG set-aside requirements for programs showing strong evidence of effectiveness and targeting first episode psychosis, the Managing Entity shall:

C1-6.1 Subcontract for the implementation of the First Episode Psychosis program to serve a minimum of 75 individuals annually,

C1-6.2 Base the program design upon the NAVIGATE Team Members' Guide, available at <https://raiseetp.org/StudyManuals/Team%20Guide%20Manual.pdf>, hereby incorporated herein by reference;

C1-6.3 Submit a copy of the subcontract with the selected provider to the Department, including the subcontract rate and the rate negotiation methodology;

March 2, 2017

C1-6.4 Develop a work plan outlining the implementation of the program and ongoing monitoring of the program for fidelity with the Navigate Team Members' Guide; and

C1-6.5 Submit a quarterly services report using a template to be provided by the Department.

C1-7 Partnerships For Success (PFS)

C1-7.1 Pursuant to the Partnerships for Success (PFS) Notice of Award 1U79SP021677-01, the Managing Entity shall subcontract with Network Service Providers to establish Drug Epidemiology Networks according to the specifications in Guidance 30 – Partnerships For Success (PFS).

<<< The remainder of this page is intentionally left blank. >>>

EXHIBIT F – METHOD OF PAYMENT

F-1 Funding

F-1.1 This advance fixed price, fixed payment Contract is comprised of federal and state funds, subject to reconciliation. Exhibit F1 identifies the type and amount of funding provided. At the beginning of each fiscal year, the Exhibit F1 will be amended into this Contract, and the total Contract amount in Table 6 will be adjusted accordingly.

F-1.2 The contract total dollar amount shall not exceed the amount specified in Section 1.1, subject to the availability of funds, as specified in Table 6.

Table 6 – Contract Funding			
State Fiscal Year	Managing Entity Operational Cost	Direct Services Cost	Total Value of Contract
2012-2013	\$ 9,034,641.00	\$ 29,574,934.00	\$ 38,609,575.00
2013-2014	\$ 9,706,825.00	\$ 41,381,729.00	\$ 51,088,554.00
2014-2015	\$ 7,550,111.00	\$ 43,464,154.00	\$ 51,014,265.00
2015-2016	\$ 2,558,940.00	\$ 52,899,199.00	\$ 55,458,139.00
2016-2017	\$ 2,875,813.00	\$ 53,730,377.00	\$ 56,606,190.00
2017-2018	\$ 2,545,950.00	\$ 52,886,699.00	\$ 55,432,649.00
2018-2019	\$ 2,545,950.00	\$ 52,886,699.00	\$ 55,432,649.00
Total	\$ 36,818,230.00	\$ 326,823,791.00	\$ 363,642,021.00

F-2 Payment

F-2.1 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.

F-2.2 In accordance with s. 394.9082, F.S., the Department will pay the Managing Entity a two-month advance at the beginning of each fiscal year. Thereafter, the Managing Entity shall request monthly fixed payments equal to the fiscal year contract balance divided by the number of months remaining in the fiscal year. The advance and payment amounts for each fiscal year are specified in Exhibit F2. The payment request may be subject to financial consequences, pursuant to Section E-5.2.

F-2.3 The Managing Entity shall temporarily invest surplus advance funds in an insured interest bearing account, in accordance with s. 216.181(16)(b), F.S. The Managing Entity shall remit to the Department, on a quarterly basis, any interest earned on advance funds 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.

F-2.4 The Managing Entity shall expend any advance in accordance with the General Appropriations Act.

F-2.5 The Managing Entity shall request payment in accordance with Section F-3.

F-3 Invoice Requirements

F-3.1 In accordance with Exhibit F2, the Managing Entity shall:

F-3.1.1 Request payment monthly through the submission of a properly completed Template 10 – Managing Entity Monthly Fixed Payment Invoice;

March 1, 2017

F-3.1.2 Submit a properly completed Template 11 – Managing Entity Monthly Progress Report, for the month that payment is requested;

F-3.1.3 Submit a properly completed Template 12 – Managing Entity Monthly Expenditure Report, detailing actual costs incurred by the Managing Entity for the month that payment is requested. The SAMH Managing Entity Monthly Expenditure Report shall be certified by an authorized representative; and

F-3.1.4 Submit a properly completed Template 13 – Managing Entity Monthly Carry Forward Expenditure Report, detailing the expenditure of approved carry forward funds, until said funds are fully expended.

F-3.2 Failure to submit the properly completed required documentation shall cause payment to be delayed until such documentation is received. Submission and approval of the elements in Sections F-3.1.1 and F-3.1.2 for the invoice period and submission and approval of the elements in Sections F-3.1.3 and F-3.1.4 for the prior invoice period shall be considered the deliverables necessary for payment.

F-3.3 Within five business days of receipt of a properly completed invoice and Template 11 – Managing Entity Monthly Progress Report, 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.

F-3.4 The Department and the state's Chief Financial Officer reserve the right to request supporting documentation at any time, prior to the authorization of payment.

F-4 Cost Allocation Plan

F-4.1 The Managing Entity shall submit an initial Template 14 – Cost Allocation Plan within 30 days of execution and a revised Cost Allocation Plan to the Contract Manager annually by August 31, unless otherwise extended in writing by the Department.

F-4.2 The Department will review the Cost Allocation Plan and provide any comments within 15 days of submission. Revisions required by the Department shall be submitted by the date of the payment request for September. Failure to have an approved Cost Allocation Plan by September 20, unless extended in writing by the Department, will result in no further payment being made to the Managing Entity until the Department approves the Cost Allocation Plan.

F-4.3 The Managing Entity shall submit a revised Cost Allocation Plan whenever the Managing Entity:

F-4.3.1 Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source; for example, when a new OCA is added, when a new outside funding source contributes to the Managing Entity's operational revenue or when an existing funding source is discontinued;

F-4.3.2 Makes internal organizational changes that affect the cost allocation methodology; or

F-4.3.3 Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.

F-4.4 The Managing Entity may request to amend or revise their Cost Allocation Plan at any time during the state fiscal year, in writing to the Contract Manager. The Managing Entity shall submit the amended or revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Managing Entity must submit a revised Cost Allocation Plan addressing any revisions required by the Department, within 15 days of the date of the Department's written response.

F-5 Carry Forward Funding

March 1, 2017

F-5.1 In accordance with s. 394.9082, F.S., the Managing Entity may carry forward documented unexpended state funds from one fiscal year to the next fiscal year, unless the following fiscal year falls outside the contract period, subject to the following conditions.

F-5.1.1 Any funds carried forward shall be expended in accordance with the General Appropriations Act in effect when the funds were allocated to the Managing Entity

F-5.1.2 The cumulative amount carried forward may not exceed eight percent of the contract total. Any unexpended state funds in excess of eight percent must be returned to the Department.

F-5.1.3 The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract.

F-5.1.4 Any unexpended funds that remain at the end of the contract period shall be returned to the Department.

F-5.2 Within 30 days after receiving confirmation of the approved carried forward amount from the Department, The Managing Entity shall submit a properly completed Template 15 – Managing Entity Spending Plan for Carry Forward Report.

F-6 Allowable Costs

F-6.1 All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the cost principles pursuant to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart E, 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards - Subpart E, The Reference Guide for State Expenditures, and Ch. 65E-14, F.A.C.

F-6.2 None of the funds provided under the following grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule: Block Grants for Community Mental Health Services, Substance Abuse Prevention and Treatment Block Grant, Projects for Assistance in Transition from Homelessness, Project Launch, Florida Youth Transition to Adulthood; and Florida Children’s Mental Health System of Care Expansion Implementation Project

F-6.3 Any compensation paid for an expenditure subsequently disallowed as a result of the Managing Entity’s or any Network Service Providers’ non-compliance with state or federal funding regulations shall be repaid to the Department upon discovery.

F-6.4 Invoices must be dated, signed by an authorized representative of the Managing Entity and submitted in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted into the SAMH Data System, in accordance with PAM 155-2.

F-6.5 The Managing Entity is expressly prohibited from expending funds specified as “Direct Services Costs” in Table 6, for anything other than a subcontract with a Network Service Provider.

F-7 Financial Reconciliation

F-7.1 The Managing Entity shall submit reports that reflect the Managing Entity's actual operational cost and the actual service cost of the Network in accordance with Exhibit F2. The Managing Entity shall submit a final Managing Entity Monthly Expenditure Report annually no later than August 15. Payment for the final month of the fiscal year and carry forward shall not be approved until final reconciliation has been completed by the Department.

F-7.2 The Department will reconcile actual expenditures reported to the funds disbursed to the Managing Entity based on the properly completed Managing Entity Monthly Expenditure Reports and the Managing Entity Monthly Carry Forward Expenditure Reports, according to the following schedule:

March 1, 2017

F-7.3 Quarterly, after September, 30, December 31, March 31, and June 30 each state fiscal year during desk reviews; and

F-7.4 Annually, after June 30 each state fiscal year during year end reconciliation.

F-7.5 Any funds disbursed to the Managing Entity that are not expended or were determined to have been expended for unallowable costs shall be considered overpayment to the Managing Entity. The Department shall recoup such overpayments pursuant to Section 3.5. In the event an overpayment is identified after the end of a fiscal year and no further invoice is due, the Managing Entity shall remit the overpayment to the Department via check.

<<< The remainder of this page is intentionally left blank. >>>

EXHIBIT F1 – ME SCHEDULE OF FUNDS

Southeast Florida Behavioral Health Network, Inc. - Contract# IH611 FY 2016-17 Use Designation - As of 02/23/2017

Other Cost Accumulators Title	Other Cost Accumulators	Federal	State	Total
ME Operational Costs				
Managing Entity Administrative Costs	MHS00	159,484	2,220,871	2,380,355
ME Acute Care Utilization Database	MH0CS	-	48,700	48,700
ME Mental Health System of Care	MHOSK	14,348	-	14,348
ME Housing Coordination	MHSHG	-	177,483	177,483
ME Care Coordination	MHSCD	150,491	104,436	254,927
ME-Hurricane Matthew Crisis Counseling Program	MHHM0	-	-	-
Mental Health				
ME Mental Health Services & Support	MH000	2,474,126	21,371,142	23,845,268
Miami-Dade Homeless Trust	MH010	-	-	-
Stewart-Marchman Behavioral Healthcare	MH011	-	-	-
ME Early Intervention Svs - Psychotic Disorders	MH026	750,000	-	750,000
Directions for Living	MH027	-	-	-
David Lawrence Center-Behavioral Health Services	MH031	-	-	-
ME Veterans and Families Pilot Program	MH032	-	-	-
Fort Myers Salvation Army-Behavioral Health Services	MH037	-	-	-
Centerstone Florida	MH046	-	-	-
Lakeview Center	MH047	-	-	-
Specialized Treatment, Education and Prevention Services	MH050	-	-	-
Veterans Alternative Retreat Program	MH060	-	-	-
Northside Mental Health Center	MH061	-	-	-
Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	MH071	-	310,617	310,617
Community Forensic Beds	MH072	-	67,441	67,441
Florida Assertive Community Treatment (FACT)	MH073	1,197,195	2,353,302	3,550,497
Indigent Psychiatric Medication Program	MH076	-	259,382	259,382
Clay Behavioral Health Center - Crisis Prevention	MH089	-	-	-
Camillus House Mental Health/Substance Abuse Treatment - Homeless	MH093	-	-	-
Citrus Health Network	MH094	-	-	-
Jerome Golden Center	MH096	-	575,000	575,000
Gracepoint Center	MH819	-	-	-
ME-Orlando Emergency Crisis Counseling Services	MHOER	-	-	-
ME-Provider Hurricane Matthew Crisis Counsel	MHHMP	-	-	-
ME-Disability Rights Florida Mental Health	MHDFR	-	-	-
ME-Transition Vouchers Mental Health	MHTRV	-	148,210	148,210
Lifestream Center	MHS50	-	-	-
ME Centralized Receiving Facilities	MHSCR	-	-	-
Meridian Behavioral Healthcare	MHSMB	-	-	-
ME FL SOC Expansion and Sustainability Project	MHESP	265,632	-	265,632
ME MH State Funded For Profit Sub-reipients	MHSFP	-	904,574	904,574
Renaissance Center	MHRM5	-	-	-
Circles of Care - Cedar Village	MHS51	-	-	-
Circles of Care - Crisis Stabilization	MHS52	-	-	-
Circles of Care - Geropsychiatric Care Center Services	MHS55	-	-	-
Grants PATH	MHOPG	357,333	-	357,333
Florida Youth Transition of Adulthood	MHOTA	-	-	-
Temporary Assistance for Needy Families (TANF)	MH0TB	767,926	-	767,926
Title XXI Children's Health Insurance Program (Behavioral Health Network)	MH0BN	698,982	31,633	730,615
Grant Miami-Dade County Wraparound FACES	MH0FA	-	-	-
Community Forensic Multidisciplinary Teams for Hospital Diversion	MH0FH	-	-	-
Grants Project Launch	MH0PL	-	-	-
Subtotal Mental Health		6,511,194	26,021,301	32,532,495
Substance Abuse				
ME Substance Abuse Services and Support	MS000	7,931,415	6,495,654	14,427,069
HIV Services	MS023	604,207	-	604,207
Prevention Services	MS025	2,416,828	-	2,416,828
Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	MS081	-	994,374	994,374
Family Intensive Treatment (FIT)	MS091	-	600,000	600,000
Temporary Assistance for Needy Families (TANF)	MS0TB	559,663	-	559,663
ME Special Services for Jerome Golden Center	MS0JG	-	1,040,584	1,040,584
Drug Abuse Comprehensive Coordinating Treatment (DACCO)	MS095	-	-	-
First Step of Sarasota	MS902	-	-	-
Here's Help	MS903	-	-	-
ME FL Partnerships for Success	MS0FS	-	-	-
Prevention Partnership Grant (PPG)	MS0PP	450,000	-	450,000
ME State Epidemiology Outcomes Workgroup Local	MS0WL	8,915	-	8,915
ME SA State Funded For Profit Sub-recipients	MSSFP	-	-	-
ME-Transition Vouchers Substance Abuse	MSTRV	-	96,242	96,242
Subtotal Substance Abuse		11,971,028	9,226,854	21,197,882
Total All Fund Sources		18,806,545	37,799,645	56,606,190

EXHIBIT F2 – SCHEDULE OF PAYMENTS

F2-1 Table 7 specifies the schedule of payments for the current fiscal year of this Contract.

Table 7 - Schedule of Payments for Fiscal Year 2016-17						
Month of Services	FY Contract Balance Prior to Payment	Fixed Payment Amount	FY Contract Balance after this Payment	Invoice Packet Due Date	Progress and Expenditure Report Period	Notes
Annual Advance	\$ 55,432,649.00	\$ 9,238,774.83	\$ 46,193,874.17	7/1/2016	N/A	
Jul-16	\$ 46,193,874.17	\$ 3,849,489.51	\$ 42,344,384.66	8/20/2016	July	
Aug-16	\$ 42,344,384.66	\$ 3,849,489.51	\$ 38,494,895.15	9/20/2016	August	\$ 578,067.00
Sep-16	\$ 39,072,962.15	\$ 3,907,296.21	\$ 35,165,665.94	10/20/2016	September	
Oct-16	\$ 35,165,665.94	\$ 3,907,296.21	\$ 31,258,369.73	11/20/2016	October	
Nov-16	\$ 31,258,369.73	\$ 3,907,296.21	\$ 27,351,073.52	12/20/2016	November	\$ 432,410.00
Dec-16	\$ 27,783,483.52	\$ 3,969,069.07	\$ 23,814,414.45	1/20/2017	December	
Jan-17	\$ 23,814,414.45	\$ 3,969,069.07	\$ 19,845,345.38	2/20/2017	January	\$ 265,632.00
Feb-17	\$ 20,110,977.38	\$ 4,022,195.47	\$ 16,088,781.91	3/20/2017	February	
Mar-17	\$ 16,088,781.91	\$ 4,022,195.47	\$ 12,066,586.44	4/20/2017	March	\$ (102,568.00)
Apr-17	\$ 11,964,018.44	\$ 3,988,006.14	\$ 7,976,012.30	5/20/2017	April	
May-17	\$ 7,976,012.30	\$ 3,988,006.15	\$ 3,988,006.15	6/20/2017	May	
Jun-17	\$ 3,988,006.15	\$ 3,988,006.15	\$ -	8/15/2017	June	
Total FY Payments		56,606,190.00				

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all

sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 copy)

Debye Schindler
Contract Manager
111 South Sapodilla Avenue, Room 317-O
West Palm Beach, FL 33401

Email address: deboraschindler@myflfamilies.com

B. Department of Children & 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

Email address: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.