

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 # KH225**.

Amendment #0024, executed 04/26/2016, reduced the Behavioral Health Network (BNet) - OCA MH0BN by \$160,873.00. Amended in the Schedule of Funds (SOF) dated 04/11/16.

Amendment #0025, executed 05/31/2016, amended SOF dated 05/11/2016. This added the ME Care Coordination function, added TANF, and reduced the Miami-Dade County Wraparound Project.

Amendment #0026, executed 06/13/2016 restated contract documents with the CF Standard Integrated Contract 2016, Exhibits A – F, and Attachments 1 – 3, with an effective date of 07/01/2016.

Amendment #0027, executed 06/22/2016, amended SOF dated 06/07/2016, which added \$25,000.00 to PATH other cost accumulator MH0PG, in direct services, as a result of a statewide budget amendment B-0258 for use in FY2015-16.

Amendment #0028, executed 09/13/2016, amended SOF dated 08/01/2016 which added \$140,258.00, and aligned contract funding with Approved Operating Budget for the year, amended Exhibits C1, C2, C3, E, and F2.

Amendment #0029, executed 12/16/2016, amended SOF dated 12/02/2016 which added \$439,515.00 to the total fiscal year amount for the Housing and Care Coordination initiatives in ME Operational Costs. The CF Standard Integrated Contract 2016, Exhibits A, C1, C2, C3, F1-7, and F2 were amended.

The purpose of Amendment #0030 is to amend the Schedule of Funds dated 12/22/2016 which increases the total amount of Fiscal Year 2016-17 by \$1,012,226.00 in direct services per the following approved Budget Amendments:

- B-0099: 1) transferred HIV Prevention funding from Central Florida Behavioral Health Network, Inc. to the Provider. SFBHN has indicated that they can utilize an additional \$300,000 in HIV funding set-aside for early intervention services allowing them to serve an additional 2,300 clients in MS023. 2) the Substance Abuse and Mental Health Services Administration has approved a carryforward request in the amount of \$712,226 in MH0FA to continue to expand and support the implementation and sustainability of the FACES Wraparound Project. These carryforward funds must be expended by 06/30/17.
- B-0100: transferred \$33,347 of budget authority from the Prevention Partnership Grant OCA (MS0PP) to the ME Substance Abuse Services and Support OCA (MS000). Switchboard of Miami, a sub-provider of SFBHN has ceased providing services. It has been determined that the Switchboard of Miami's unallocated balance can be used for treatment use and to support the requirements of Senate Bill 12. This had no net increase to the contract.
- B-0103: transferred general revenue budget authority from OCA MH000 to a newly created OCA, MHSFP, to track for-profit sub-recipient expenditures. This had no net increase to the contract.

In addition, Exhibit B – Scope of Work is being amended to remove Maintenance of Effort funding from the restrictions on ME subcontracts with for-profit entities from Section B-8.5.

As a result, the **CF Standard Integrated Contract 2016**; **Exhibit B – Scope of Work**, **Exhibit F1-7** - ME Schedule of Funds, and **Exhibit F2 – Schedule of Payments**, are amended.

1. Page 1, CF Standard Integrated Contract 2016, Section 1, Paragraph 1.1. as previously amended on Page 1 of Amendment #0029, is hereby amended to read:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

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 \$773,110,244.00.**

2. Pages 30-32, CF Standard Integrated Contract 2016, EXHIBIT B– SCOPE OF WORK, as previously amended on Page 1 of Amendment #0026, are hereby deleted in their entirety and replaced with Pages 30-32, REVISED EXHIBIT B – SCOPE OF WORK (dated 1/31/2017), which are inserted in lieu thereof and attached hereto.
3. Page 69, CF Standard Integrated Contract 2016, EXHIBIT F - METHOD OF PAYMENT, PARAGRAPH F-1.2, as previously amended on Page 2 of Amendment #0029, is hereby amended to read:

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
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	\$3,481,522.37	\$72,203,746.63	\$75,685,269.00
2015-2016 (3 months)	\$866,416.00	\$19,811,845.75	\$20,678,261.75
2015-2016 (9 months)	\$2,756,874.00	\$59,209,297.25	\$61,966,171.25
2016-2017	\$3,978,889.00	\$80,513,857.00	\$84,492,746.00
2017-2018	\$3,674,793.00	\$79,225,954.00	\$82,900,747.00
2018-2019	\$3,674,793.00	\$79,225,954.00	\$82,900,747.00
2019-2020	\$3,674,793.00	\$79,225,954.00	\$82,900,747.00
Total	\$35,896,917.37	\$737,213,326.63	\$773,110,244.00

4. Page 83, CF Standard Integrated Contract 2016, EXHIBIT F1 – ME SCHEDULE OF FUNDS, Exhibit F1-7 – ME Schedule of Funds FY2016-17 Use Designation, as previously amended on Page 3 of Amendment #0029, is hereby deleted in its entirety and replaced with Page 83, REVISED EXHIBIT F1-7 – ME SCHEDULE OF FUNDS FY2016-17 Use Designation as of 12/22/2016 (dated 1/31/2017), which is inserted in lieu thereof and attached hereto.

5. Page 87, CF Standard Integrated Contract 2016, EXHIBIT F2 – SCHEDULE OF PAYMENTS, as previously amended on Page 3 of Amendment #0029, is hereby deleted in its entirety and replaced with Page 87, REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS (dated 1/31/2017), which is inserted in lieu thereof and attached hereto.

This amendment shall begin on January 31, 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 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 **eight (8) page** amendment to be executed by their officials thereunto duly authorized.

PROVIDER
SOUTH FLORIDA BEHAVIORAL HEALTH
NETWORK, INC.

SIGNED BY: John W. Dow

NAME: John W. Dow

TITLE: President and Chief Executive Officer

DATE: 1/17/17

FEDERAL ID NUMBER: 59-3380599

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: Bronwyn Stanford

NAME: Bronwyn Stanford

TITLE: Regional Managing Director

DATE: 1/18/17

EXHIBIT B – SCOPE OF WORK**B-1 Scope of Service**

The Managing Entity shall be responsible for the planning, coordination, and subcontracting of the Provider Network, as defined by s. 394.9082(2)(f), F.S., thereby providing a comprehensive array of Behavioral Health Services to individuals, including emergency, acute care, residential, outpatient, recovery support, consumer support and prevention services.

B-2 Major Contract Goals

The Department is contracting with the Managing Entity, pursuant to s. 394.9082, F.S., to plan, coordinate, and subcontract for the delivery of community mental health and substance abuse services; to improve access to care and promote service continuity; and to support efficient and effective delivery of services.

B-3 Service Area and Locations

B-3.1 The Managing Entity shall subcontract for services within the following counties: **Miami-Dade and Monroe,**

B-3.2 When needed, the Managing Entity may subcontract for residential services related to the Purchase of Residential Treatment Services (PRTS) for emotionally disturbed children and youth in additional Florida counties, subject to advance written approval of each subcontractor by the Department.

B-3.3 The Managing Entity shall maintain an administrative office within the service area defined in **Section B-3.1**, and shall subcontract with Network Services Providers operating within the same area.

B-3.4 The Managing Entity shall notify the Department's Contract Manager, in writing, at least 10 calendar days prior to any changes in locations where services are being provided.

B-3.5 The Managing Entity shall notify the Department in writing a minimum of 30 days prior to making changes in location that will affect the Department's ability to contact the Managing Entity by telephone or facsimile transmission.

B-4 Individuals to Be Served

The Managing Entity shall contract with Network Service Providers for Behavioral Health Services provided to individuals as detailed in **Section B-5**. Contracts with Network Service Providers shall include compliance with the Department's requirements for Individuals Served.

B-5 Client Eligibility

Behavioral Health services shall be provided to persons pursuant to s. 394.674, F.S., including those individuals who have been identified as requiring priority by state or federal law. These identified priorities include, but are not limited to, the categories in **Sections B-5.1** through **B-5.10**. Persons in **Sections B-5.1** through **B-5.2** are specifically identified as persons to be given immediate priority over those in any other sections.

B-5.1 Pursuant to 45 C.F.R. s. 96.131, priority admission to pregnant women and women with dependent children by Network Service Providers receiving SAPT Block Grant funding;

B-5.2 Pursuant to 45 C.F.R. s. 96.126, compliance with interim services, for injection drug users, by Network Service Providers receiving SAPT Block Grant funding and treating injection drug users;

B-5.3 Priority for services to families with children that have been determined to require substance abuse and mental health services by child protective investigators and also meet the target populations in **Sections B-5.3.1** or **B-5.3.2**. Such priority shall be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not paid by another payer source:

B-5.3.1 Parents or caregivers in need of adult mental health services pursuant to s. 394.674(1)(a)2., F.S., based upon the emotional crisis experienced from the potential removal of children; or

B-5.3.2 Parents or caregivers in need of adult substance abuse services pursuant to s. 394.674(1)(c)3., F.S., based on the risk to the children due to a substance use disorder.

B-5.4 Individuals who reside in civil and forensic State Mental Health Treatment Facilities and individuals who are at risk of being admitted into a civil or forensic State Mental Health Treatment Facility pursuant to s. 394.4573, F.S.;

B-5.5 Individuals who are voluntarily admitted, involuntarily examined, or placed under Part I, Chapter 394, F.S.;

B-5.6 Individuals who are involuntarily admitted under Part V, Chapter 397, F.S.;

B-5.7 Residents of assisted living facilities as required in ss. 394.4574 and 429.075, F.S.;

B-5.8 Children referred for residential placement in compliance with Ch. 65E-9.008(4), F.A.C.; and

B-5.9 Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47: "Processing Referrals from the Department of Corrections."

B-5.10 In the event of a Presidential Major Disaster Declaration, Crisis Counseling Program (CCP) services shall be contracted for according to the terms and conditions of any CCP grant award approved by representatives of the Federal Emergency Management Agency (FEMA) and the Substance Abuse and Mental Health Services Administration (SAMHSA).

B-6 Client Determination

B-6.1 The Managing Entity may delegate determinations to the Network Service Providers, subject to the provisions of **Section B-6.4**.

B-6.2 In no circumstances shall an individual's county of residence be a factor that denies access to service.

B-6.3 The Managing Entity shall require each Network Service Provider submit a monthly attestation attached to an invoice to the Managing Entity, declaring that, at the time of submission, no other funding source was known for the invoiced services.

B-6.4 The Department, in accordance with state law, is exclusively responsible for defining Individuals Served for services provided through this Contract. In the event of a dispute, the determination made by the Department is final and binding on all parties.

B-7 Equipment

B-7.1 The Managing Entity and all Network Service Providers shall supply all equipment necessary to provide services and fulfill the terms and conditions of this Contract, including but not limited to; computers, telephones, copier, and fax machines, supplies and maintenance, and necessary office supplies.

B-7.2 The Managing Entity shall ensure that Network Service Providers comply with requirements in the **Guidance 2 – Tangible Property Requirements** and document compliance through the submission of **Template 1 – Provider Tangible Property Inventory Form**.

B-8 Contract Limits

B-8.1 The Department's obligation to pay for services provided under this Contract is expressly limited by the availability of funds and subject to annual appropriations by the Legislature.

B-8.2 The Managing Entity is expressly prohibited from authorizing or incurring indebtedness on behalf of the Department.

B-8.3 The Managing Entity is expressly prohibited from utilizing accounting practices or redirecting funds to circumvent legislative intent.

B-8.4 Services shall only be provided within the service area outlined in **Section B-3.1**.

B-8.5 Pursuant to PHS Act §1931(a)(1)(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.

B-8.6 The Managing Entity shall not subcontract development, implementation, administrative, or monitoring responsibilities without prior written approval from the Department.

B-8.7 The Managing Entity shall not subcontract for Behavioral Health Services with any person or entity which:

B-8.7.1 Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133, F.S.;

B-8.7.2 Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;

B-8.7.3 Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;

B-8.7.4 Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice; or

B-8.7.5 Has had any prohibited business activity with the Governments of Sudan and Iran as described in s. 215.473, F.S. Pursuant to s. 287.135(5), F.S., the Managing Entity shall immediately terminate the subcontract for cause if the Network Service Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the subcontract.

B-8.8 The Managing Entity agrees that services funded by this Contract other than those set out in this Contract, will be provided only upon receipt of a written authorization from the Contract Manager. The Department has final authority to make any and all determinations that affect the health, safety, and well-being of the people of the State of Florida.

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Exhibit F1 - ME Schedule of Funds

Exhibit F1-7 - ME Schedule of Funds

South Florida Behavioral Health Network, Inc. - Contract# KH225

FY 2016-17 Use Designation - As of 12/22/2016

Other Cost Accumulators Title	Other Cost Accumulators	Federal	State	Total
ME Operational Costs				
Managing Entity Administrative Costs	MHS00	232,200	3,233,464	3,465,664
ME Acute Care Utilization Database	MH0CS	-	73,710	73,710
ME Mental Health System of Care	MH0SK	-	-	-
ME Housing Coordination	MHSHG	-	138,640	138,640
ME Care Coordination	MHSCD	99,479	201,396	300,875
Mental Health				
ME Mental Health Services & Support	MH000	3,443,125	29,308,927	32,752,052
Miami-Dade Homeless Trust	MH010	-	189,794	189,794
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	-	342,970	342,970
Community Forensic Beds	MH072	-	3,027,332	3,027,332
Florida Assertive Community Treatment (FACT)	MH073	1,164,515	2,289,063	3,453,578
Indigent Psychiatric Medication Program	MH076	-	113,991	113,991
Clay Behavioral Health Center - Crisis Prevention	MH089	-	-	-
Camillus House Mental Health/Substance Abuse Treatment - Homeless	MH093	-	200,000	200,000
Citrus Health Network	MH094	-	455,000	455,000
Jerome Golden Center	MH096	-	-	-
Gracepoint Center	MH819	-	-	-
ME-Orlando Emergency Crisis Counseling Services	MHOER	-	-	-
ME-Hurricane Matthew Crisis Counseling Program	MHHM0	-	-	-
ME-Provider Hurricane Matthew Crisis Counsel	MHHMP	-	-	-
ME-Disability Rights Florida Mental Health	MHDRF	-	-	-
ME-Transition Vouchers Mental Health	MHTRV	-	296,137	296,137
Lifestream Center	MHS50	-	-	-
ME Centralized Receiving Facilities	MHSCR	-	-	-
Meridian Behavioral Healthcare	MHSMB	-	-	-
ME MH State Funded For Profit Sub-reipients	MHSFP	-	250,000	250,000
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	MH0PG	513,167	-	513,167
Florida Youth Transition of Adulthood	MH0TA	-	-	-
Temporary Assistance for Needy Families (TANF)	MH0TB	797,249	-	797,249
Title XXI Children's Health Insurance Program (Behavioral Health Network)	MH0BN	716,364	106,351	822,715
Grant Miami-Dade County Wraparound FACES	MH0FA	1,612,226	-	1,612,226
Community Forensic Multidisciplinary Teams for Hospital Diversion	MH0FH	-	652,000	652,000
Grants Project Launch	MH0PL	-	-	-
Subtotal Mental Health		8,996,646	37,231,565	46,228,211
Substance Abuse				
ME Substance Abuse Services and Support	MS000	12,597,218	12,012,733	24,609,951
HIV Services	MS023	1,223,985	-	1,223,985
Prevention Services	MS025	3,695,941	-	3,695,941
Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	MS081	-	1,812,723	1,812,723
Family Intensive Treatment (FIT)	MS091	-	633,188	633,188
Temporary Assistance for Needy Families (TANF)	MS0TB	830,123	-	830,123
ME Special Services for Jerome Golden Center	MS0JG	-	-	-
Drug Abuse Comprehensive Coordinating Treatment (DACCO)	MS095	-	-	-
First Step of Sarasota	MS902	-	-	-
Here's Help	MS903	-	500,000	500,000
ME FL Partnerships for Success	MS0FS	-	-	-
Prevention Partnership Grant (PPG)	MS0PP	787,441	-	787,441
ME SA State Funded For Profit Sub-recipients	MSSFP	-	-	-
ME-Transition Vouchers Substance Abuse	MSTRV	-	192,294	192,294
Subtotal Substance Abuse		19,134,708	15,150,938	34,285,646
Total All Fund Sources		28,463,033	56,029,713	84,492,746

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
Annual Advance	\$ 82,900,747.00	\$ 13,816,791.16	\$ 69,083,955.84	7/1/2016	N/A
Jul-16	\$ 69,083,955.84	\$ 5,756,996.32	\$ 63,326,959.52	8/20/2016	July
Aug-16	\$ 63,326,959.52	\$ 5,756,996.32	\$ 57,569,963.20	9/20/2016	August
Sep-16	\$ 57,569,963.20	\$ 5,756,996.32	\$ 51,812,966.88	10/20/2016	September
Oct-16	\$ 51,953,224.88	\$ 5,772,580.54	\$ 46,180,644.34	11/20/2016	October
Nov-16	\$ 46,180,644.34	\$ 5,772,580.54	\$ 40,408,063.80	12/20/2016	November
Dec-16	\$ 40,408,063.80	\$ 5,772,580.54	\$ 34,635,483.26	1/20/2017	December
Jan-17	\$ 35,074,998.26	\$ 5,845,833.04	\$ 29,229,165.22	2/20/2017	January
Feb-17	\$ 30,241,391.22	\$ 6,048,278.24	\$ 24,193,112.98	3/20/2017	February
Mar-17	\$ 24,193,112.98	\$ 6,048,278.24	\$ 18,144,834.74	4/20/2017	March
Apr-17	\$ 18,144,834.74	\$ 6,048,278.24	\$ 12,096,556.50	5/20/2017	April
May-17	\$ 12,096,556.50	\$ 6,048,278.25	\$ 6,048,278.25	6/20/2017	May
Jun-17	\$ 6,048,278.25	\$ 6,048,278.25	\$ -	8/15/2017	June
Total FY Payments		\$ 84,492,746.00			