

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 #0043, executed 07/20/2018, restated contract documents and replaced the CF Standard Contract Integrated Contract 2016, Exhibits A - F2, and Attachments 1 – 3 with the CF Standard Integrated Contract 2018 Parts 1 and 2, the Managing Entity Contract Documents for FY2018-19 and Attachments 1 - 3. There is no budgetary impact as a result of this amendment.

Amendment #0044, executed 08/29/2018, aligned contract funding with the approved operating budget for FY2018-19. This alignment caused a \$4,358,952.00 increase to the total value of the contract as well as the total fiscal year amount. Amended the Standard Contract, Exhibits C, C1, C2, F, F1, and F2.

Amendment #0045, executed 11/06/2018, amended the Schedule of Funds (SOF) dated 09/17/2018, which added a total of \$600,000.00 in direct service funding to implement the Evidence-Based Associates, d/b/a Phoenix Affiliates special proviso project.

Amendment #0046, executed 12/18/2018, amended the SOF dated 10/31/2018, which added a total of \$1,993,971.00 in non-recurring funding to FY2018-19 for the State Opioid Response Grant and the SAMHSA Emergency Response Grant. Amended the Standard Contract, Exhibits C1, C3, F, F1, and F2.

The purpose of Amendment #0047 is to amend in the Schedule of Funds dated 1/29/2019, which adds a total of \$66,596.00 in non-recurring direct service dollars to the total fiscal year. Additional budget authority was identified for medication assisted treatment services (MSOPM) and must be spent by April 30, 2019. Exhibit F – Method of Payment, Exhibit F1 – ME Schedule of Funds, and Exhibit F2 – ME Schedule of Payments will be amended to reflect this funding. Additionally, due to this increase as well as the increase in service dollars incorporated through Amendment #0046 which added the State Opioid Response Grant, Exhibit E – Minimum Performance Measures will be amended to reflect an increase in targets within Table 5, Network Service Provider Output Measures. A total of 1,204 additional individuals will be served.

This amendment will also replace the CF Standard Contract 2018, Part 1 of 2 with the CF Standard Contract 2019, Part 1 of 2 as released by the Office of Contracted Client Services on January 11, 2019.

As a result, CF Standard Contract 2019, **Exhibit E** – Minimum Performance Measures, **Exhibit F** – Method of Payment; **Exhibit F1** – ME Schedule of Funds; and **Exhibit F2** – ME Schedule of Payments, are amended.

1. **Pages 1 – 17, CF Standard Contract 2018, Part 1 of 2, is hereby deleted in its entirety and Pages 1 - 17, CF Standard Contract 2019, Part 1 of 2, is hereby inserted in lieu thereof and attached hereto.**
2. **The replacement of Page 8 of the CF Standard Contract 06/2010 does not affect the original execution of this Contract.**
3. **Pages 71 – 75, CF Standard Contract 2018, Part 2 of 2, EXHIBIT E – MINIMUM PERFORMANCE MEASURES, as previously amended on Page 1 of Amendment #43, are hereby deleted in their entirety and replaced with Pages 71 – 75, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT E – MINIMUM PERFORMANCE MEASURES (dated 3/1/2019), which are inserted in lieu thereof and attached hereto.**

March 1, 2019

4. Pages 76 - 79, CF Standard Contract 2018, Part 2 of 2, EXHIBIT F – METHOD OF PAYMENT, as previously amended on Page 2 of Amendment #0046, are hereby deleted in their entirety and replaced with Pages 76 – 79, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F – METHOD OF PAYMENT (dated 3/1/2019), which are inserted in lieu thereof and attached hereto.
5. Page 92, CF Standard Contract 2018, Part 2 of 2, EXHIBIT F1 – ME SCHEDULE OF FUNDS, EXHIBIT F1-9 – ME Schedule of Funds FY2018-19, as previously amended on Page 2 of Amendment #0046, is hereby deleted in its entirety and replaced with Page 92, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F1-9 – ME Schedule of Funds FY2018-19 Use Designation as of 1/29/2019 (dated 3/1/2019), which is inserted in lieu thereof and attached hereto.
6. Pages 94 - 95, CF Standard Contract 2018, Part 2 of 2, EXHIBIT F2 – SCHEDULE OF PAYMENTS, as previously amended on Page 2 of Amendment #0046, are hereby deleted in their entirety and replaced with Pages 94 – 95, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS (dated 3/1/2019), which are inserted in lieu thereof and attached hereto.

This amendment shall begin on March 1, 2019 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 **thirty-one (31)** page amendment to be executed by their officials thereunto duly authorized.

PROVIDER
SOUTH FLORIDA BEHAVIORAL HEALTH
NETWORK, INC.

SIGNED BY: 

NAME: John W. Newcomer

TITLE: President & Chief Executive Officer

DATE: 2/22/19

FEDERAL ID NUMBER: 59-3380599

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: 

NAME: Bronwyn Stanford

TITLE: Regional Managing Director

DATE: 3/11/19

Contract No. KH225
CFDA No(s). 93.959
CSFA No(s). _____

Client Services ☒ Non-Client ☐
Subrecipient ☒ Vendor ☐
Federal Funds ☒ State Funds ☒

THIS CONTRACT is entered into between the 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". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

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 \$780,782,564.00 .

1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: South Florida Behavioral Health Network, Inc.
Address: 7205 Corporate Center Drive; Suite 200
City: Miami State: FL Zip Code: 33126
Phone: 305-858-3335 Ext: _____ E-mail: _____

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: Stephen Zuckerman
Address: 7205 Corporate Center Drive; Suite 200
City: Miami State: FL Zip Code: 33126
Phone: 305-856-7542 Ext: _____ E-mail: szuckerman@sfbhn.org

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Stephen Zuckerman
Address: 7205 Corporate Center Drive; Suite 200
City: Miami State: FL Zip Code: 33126
Phone: 305-856-7542 Ext: _____ E-mail: szuckerman@sfbhn.org

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Lourice Khoury
Address: 401 NW 2nd Avenue; Suite N-812
City: Miami State: FL Zip Code: 33128
Phone: 786-257-5180 Ext: _____ E-mail: lourice.khoury@myflfamilies.com

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3 Effective and Ending Dates

This Contract shall be effective **October 1, 2010** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **October 1, 2010** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2020**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1 The definitions found in the Standard Contract Definitions, located at:

CF Standard Contract 2019

<http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1.4.4.1 Exhibits A through F;

1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through 3.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-3.

2.4.2 To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. 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.

3.1 Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

3.3.1 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.3.2 The final invoice for payment shall be submitted to the Department no more than **45** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4 Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5 Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

3.6 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3 Independent Contractor, Subcontracting and Assignments

4.3.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.3.2 The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.3.3 The Provider may subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.3.3.2 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.3.3.3 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3.4 To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4 Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.4.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.4.2 Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

4.4.3 The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5 Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.6 Notice of Legal Actions

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7 Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.7.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.8 Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.9 Real Property

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.10 Publicity

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.11 Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.12 Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.13.1 A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

4.13.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

4.13.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

4.14 Employment Screening

4.14.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

4.14.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.14.1.6 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.14.2 The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.14.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

4.15 Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

4.16.1 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.2 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.3 Identifying name and number of the contract.

4.16.4 Starting and ending date of each contract.

4.16.5 Amount of each contract.

4.16.6 A brief description of the purpose of the contract and the types of services provided under each contract.

4.16.7 Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.5 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6 No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

5.3 Provider's Confidential and Exempt Information

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1 The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☒ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.5.1 An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.5.4 The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.5.6 The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.6 Public Records

5.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

5.6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

5.6.2.2 Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

5.6.2.4 Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1 Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3 Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.3 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination

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 thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

6.2.3 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.4 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.2.7 If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

6.3 Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

7. OTHER TERMS

7.1 Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5 Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7 Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.8 Accreditation

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.9 Transitioning Young Adults

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10 DEO and Workforce Florida

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11 Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1 The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2 The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3 If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14 Use of Funds for Lobbying Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.15 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17 PRIDE

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

7.18 Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law

8.1.1 The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2 If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3 If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment 3. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

8.1.5 If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.6 If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a

"subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1 The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

8.2.2 The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

8.3 Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

9.1 Client Risk Prevention

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3 Support to the Deaf or Hard-of-Hearing

9.3.1 The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The

name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

9.3.3 The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

9.3.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8 The Department requires each contract/subcontract provider agency's direct service employees to complete training on serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

9.4 Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1 State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

9.4.2 Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

9.4.3 A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5 Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this 102 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: South Florida Behavioral Health FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
Network, Inc.

Signature: _____	Signature: _____
Print/Type _____	Print/Type _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): 59-3380599

Provider Fiscal Year Ending Date: 06/30.

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REVISED EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 To demonstrate delivery of the Service Tasks detailed in **Section C-1**, the Managing Entity shall meet the annual performance measures in **Table 3**.

Table 3 – Managing Entity Performance Measures	
Measure Description	Consequence
<p>Systemic Monitoring: The Managing Entity shall complete on-site monitoring, in accordance with Section C-1.4 of no less than twenty percent of all Network Service Providers each fiscal year. Completion of monitoring includes the release of a final monitoring report to the Network Service Provider. Progress towards attainment of this measure shall be demonstrated by the achievement of the following quarterly milestones. Each fiscal year, the Managing Entity shall monitor a minimum of:</p> <p>E-1.1 7% of its Network Service Providers by December 31;</p> <p>E-1.2 15% of its Network Service Providers by March 31; and</p> <p>E-1.3 20% of its Network Service Providers by June 30.</p>	<p>Failure to meet the standard shall be considered nonperformance pursuant to Section E-5.</p>
<p>Network Service Provider Compliance: A minimum of 95% of the Managing Entity's Network Service Providers shall demonstrate compliance with the following measure annually. Progress towards attainment of this measure shall be demonstrated by the monthly submission of Template 11 – Managing Entity Monthly Progress Report.</p> <p>E-1.4 A minimum 85% of the applicable Network Service Provider Measures established in Table 4 at the target levels for the Network Service Provider established in the subcontract.</p>	<p>Failure to meet the standard shall be considered nonperformance pursuant to Section E-5.</p>
<p>Block Grant Implementation: The Managing Entity shall ensure 100% of the cumulative annual Network Service Provider expenses comply with the Block Grants and maintenance of effort allocation standards established in Section B1-2.3. Progress towards attainment of this measure shall be demonstrated by the achievement of quarterly milestones for each fiscal year. Of the annual amount for each specified fund source appropriated to the Managing Entity, the following minimum percentages of each fund's amount shall be documented as expended in compliance with the applicable allocation standard:</p> <p>E-1.5 A minimum of 50% expended by December 31;</p> <p>E-1.6 A minimum of 100% by June 30.</p>	<p>Failure to meet the standard shall be considered nonperformance pursuant to Section E-5 and shall require payback of deficiency by the Managing Entity.</p>

Table 3 – Managing Entity Performance Measures	
Measure Description	Consequence
<p>Implementation of General Appropriations Act: The Managing Entity shall meet 100% of the following requirements, by September 30:</p> <p>E-1.7 Implementation of Specific Appropriations, demonstrated by contracts with Network Service Providers; and</p> <p>E-1.8 Submission of all plans, pursuant to Exhibit C3.</p>	<p>Failure to meet the standard shall be considered nonperformance pursuant to Section E-5.</p>

E-2 To comply with the subcontract content requirements of **Section C-2.2**, the Managing Entity shall incorporate the Network Service Provider Measures in **Table 4** into each Network Service Provider subcontract, as appropriate to the services and target populations in each subcontract. The Managing Entity is not required to apply the Network Targets to each individual subcontract. Rather, the Managing Entity shall establish specific targets for each measure in each subcontract, sufficient to ensure the Network cumulatively reaches the specified Network Targets.

Table 4 – Network Service Provider Measures		
Target Population and Measure Description		Network Target
Adult Community Mental Health		
MH003	Average annual days worked for pay for adults with severe and persistent mental illness	40
MH703	Percent of adults with serious mental illness who are competitively employed	24%
MH742	Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%
MH743	Percent of adults in forensic involvement who live in stable housing environment	67%
MH744	Percent of adults in mental health crisis who live in stable housing environment	86%
Adult Substance Abuse		
SA753	Percentage change in clients who are employed from admission to discharge	10%
SA754	Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	15%
SA755	Percent of adults who successfully complete substance abuse treatment services	51%
SA756	Percent of adults with substance abuse who live in a stable housing environment at the time of discharge	94%
Children's Mental Health		
MH012	Percent of school days seriously emotionally disturbed (SED) children attended	86%
MH377	Percent of children with emotional disturbances (ED) who improve their level of functioning	64%

Table 4 – Network Service Provider Measures		
Target Population and Measure Description		Network Target
MH378	Percent of children with serious emotional disturbances (SED) who improve their level of functioning	65%
MH778	Percent of children with emotional disturbance (ED) who live in a stable housing environment	95%
MH779	Percent of children with serious emotional disturbance (SED) who live in a stable housing environment	93%
MH780	Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment	96%
Children's Substance Abuse		
SA725	Percent of children who successfully complete substance abuse treatment services	48%
SA751	Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge	20%
SA752	Percent of children with substance abuse who live in a stable housing environment at the time of discharge	93%

E-3 To demonstrate delivery of the Service Tasks detailed in **Section C-1**, and the subcontract content requirements of **Section C-2.3**, the Managing Entity shall ensure the Network cumulatively reaches the annual output measures in **Table 5**.

Table 5 – Network Service Provider Output Measures Persons Served for Fiscal Year 2018-19		
Program	Service Category	FY Target
Adult Mental Health	Residential Care	525
	Outpatient Care	12,300
	Crisis Care	5,912
	State Hospital Discharges	100
	Peer Support Services	275
Children's Mental Health	Residential Care	3
	Outpatient Care	1,576
	Crisis Care	900
Adult Substance Abuse	Residential Care	1,292
	Outpatient Care	11,230
	Detoxification	825
	Women's Specific Services	405
	Injecting Drug Users	315
	Peer Support Services	93
Children's Substance Abuse	Residential Care	112
	Outpatient Care	3,372
	Detoxification	150
	Prevention	23,970

E-4 If the Managing Entity fails to perform in accordance with this Contract, or fails to perform the minimum level of service required by this Contract, the Department will apply financial consequences provided for in **Section E-5**. The parties agree that the financial consequences provided for under **Section E-5** constitute financial consequences under ss. 287.058(1)(h); and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payment until deficiency is cured, tendering partial payments, applying payment adjustments for additional financial consequences to the extent that this Contract so provides, or termination pursuant to the terms of **Section 6.2**, and requisition of services from an alternate source. Any payment made in reliance on the Managing Entity's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with **Section 3.5**, to the extent of such error.

E-5 Corrective Action for Performance Deficiencies

E-5.1 By execution of this Contract, the Managing Entity hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above and will be bound by the conditions

set forth in this Contract. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Managing Entity to the Department's satisfaction, the Department may terminate the contract. The Department has the exclusive authority to determine whether there are extenuating or mitigating circumstances.

E-5.2 In accordance with the provisions of s. 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Financial consequences may be imposed for failure to implement or to make acceptable progress on such corrective action.

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REVISED 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	Supplemental DBH Funds	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	\$80,415,982.00		\$84,394,871.00
2017-2018	\$3,809,174.00	\$78,984,414.00	\$857,835.00	\$83,651,423.00
2018-2019	\$3,892,936.00	\$85,771,291.00	\$256,039.00	\$89,920,266.00
2019-2020	\$3,674,793.00	\$79,225,954.00		\$82,900,747.00
Total	\$36,249,441.37	\$743,419,248.63	\$1,113,874.00	\$780,782,564.00

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 total value of both the Managing Entity operational cost and the Supplemental DBH Funds.

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**;

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** for the 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

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 Unless otherwise specified in writing by the federal grant issuing agency, none of the funds provided under any federal grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule, published but the U.S. Office of Personnel Management at:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>

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:

F-7.2.1 Quarterly, after September 30, December 31, March 31, and June 30 each state fiscal year during desk reviews; and

F-7.2.2 Annually, after June 30 each state fiscal year during year end reconciliation.

F-7.3 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.

F-8 Supplemental Disaster Behavioral Health Provisions

Whenever the Department authorizes Disaster Behavioral Health (DBH) response services, pursuant to **Section C-1.7**, the following provisions shall apply, notwithstanding any provisions in this Contract to the contrary.

F-8.1 Supplemental Payments

F-8.1.1 The terms of **Section F-2** notwithstanding, the Department will pay the Managing Entity each month for the amount of actual expenditures incurred by the Managing Entity or its Network Service Providers in the course of providing FEMA Crisis Counseling Program (CCP) services or other authorized DBH services.

F-8.1.2 Funds designated in **Exhibit F1** for CCP or other DBH services shall be excluded from the fixed payment calculations specified in **Section F2-2**.

F-8.2 Supplemental Allowable Costs

F-8.2.1 The terms of **Section F-6** notwithstanding, allowable costs for DBH response services is expressly limited to the extent such expenditures are allowable under the terms and conditions of any funds awarded to the Department for the purpose of responding to a specific disaster event.

F-8.2.2 In response to each event, the Notice of Award, the Department's DBH application, plan of service, and budget narratives identifying allowable costs shall be incorporated by reference into **Exhibit C2**.

F-8.3 Supplemental Invoices

F-8.3.1 The terms of **Section F-3** notwithstanding, the Managing Entity shall request payment for DBH response services through submission of **Template 24 - Disaster Behavioral Health Managing Entity Supplemental Invoice and Expenditure Report**.

F-8.3.2 The Managing Entity shall submit supplemental invoices on or before the 20th of each month for services provided during the preceding month, unless the Department approves a request for an alternative invoicing schedule in writing.

F-8.4 Supplemental Financial Reconciliations

The terms of **Section F-7** notwithstanding, the Managing Entity shall submit financial reports reflecting actual DBH service expenses of the Managing Entity and its Network Service Providers as scheduled by and using templates distributed by the Department's Disaster Behavioral Health Coordinator. Actual DBH expenses may not include any Managing Entity allocated, administrative, overhead or indirect expenses without express advance written authorization by the Department's Disaster Behavioral Health Coordinator.

REVISED Exhibit F1-9 - ME Schedule of Funds
South Florida Behavioral Health Network, Inc. - Contract# KH225
FY 2018-19 Use Designation - As of 1/29/2019

Other Cost Accumulators Title	Line #	GAA Category	Other Cost Accumulators (OCA)	Federal	State	Total	The Amount of Non-Recurring Funds Included in Total Amount
Managing Entity Operational Cost							
ME Administrative Cost	379	106220	MHS00	182,127	3,283,537	3,465,664	-
ME Care Coordination	369/371/372	100618/100777/100778	MHS0D	118,600	118,600	237,200	237,200
ME Housing Coordination	367/369/371	100610/100618/100777	MHS0G	-	106,310	106,310	106,310
ME MH Systems of Care	372	100778	MHS0K	-	-	-	-
ME State Opioid Response Disc Grant Admin	379	106220	MSS0A	83,702	-	83,702	83,702
Total Operational Cost				384,429	3,508,447	3,892,836	427,212
Direct Services Cost							
Mental Health Core Services Funding							
ME Mental Health Services & Support	367/368/371/372	100610/100611/100777/100778	MH000	3,932,728	28,781,920	32,714,648	778,631
ME Early Intervention Svs - Psychotic Disorders	367	100610	MH026	750,000	-	750,000	-
ME MH State Funded Federal Excluded Services	367/368	100610/100611	MHSFP	-	250,000	250,000	-
Total Mental Health Core Services Funding				4,682,728	29,031,920	33,714,648	778,631
Mental Health Discretionary Grants Funding							
ME FL SOC Expansion and Sustainability Project	367	100610	MHESP	-	-	-	-
ME PATH Grant	367	100610	MH0PG	564,167	-	564,167	-
ME MH FL Youth Transition to Adulthood - Year 4	367	100610	MHTA4	-	-	-	-
ME MH FL Youth Transition to Adulthood - Year 5	367	100610	MHTA5	-	-	-	-
ME Project Launch	372	100778	MH0PL	-	-	-	-
ME MH Florida Hurricane SERG	367	100610	MHFLH	375,000	-	375,000	375,000
Total Mental Health Discretionary Grants Funding				939,167	-	939,167	375,000
Mental Health Proviso Projects Funding							
ME Miami Dade Homeless Trust	372	100778	MH010	-	250,000	250,000	250,000
ME Stewart-Marchman Behavioral Healthcare	372	100778	MH011	-	-	-	-
ME MH Apalachee Center - Forensic Treatment Services	367	100610	MH012	-	-	-	-
ME MH Personal Enrichment MH Crisis Stabilization Unit	372	100778	MH016	-	-	-	-
ME MH South Florida Behavioral Network- iOS Pilot Project	372	100778	MH021	-	300,000	300,000	300,000
ME Orange Park Medical Center	372	100778	MH023	-	-	-	-
ME Osceola Mental Health-Park Place	372	100778	MH028	-	-	-	-
ME MH John Hopkins Children's Hospital-Post Partum Depression	372	100778	MH029	-	-	-	-
ME David Lawrence Center-Behavioral Health Services	372	100778	MH031	-	-	-	-
ME Baycare Behavioral Health- Veterans Intervention Program	372	100778	MH032	-	-	-	-
ME Fort Myers Salvation Army	372	100778	MH037	-	-	-	-
ME Centerstone Florida	372	100778	MH046	-	-	-	-
ME Veterans Alternative Retreat Program	372	100778	MH060	-	-	-	-
ME Clay Behavioral Health Center - Crisis Prevention	372	100778	MH080	-	-	-	-
ME MH Citrus Health Network	367	100610	MH094	-	455,000	455,000	-
ME Jerome Golden Center	372	100778	MH096	-	-	-	-
ME Lifespring Center	372	100778	MH550	-	-	-	-
ME Circles of Care - Crisis Stabilization	372	100778	MH552	-	-	-	-
ME Circles of Care - Geropsychiatric Care Center Services	372	100778	MH555	-	-	-	-
ME Renaissance Manor	372	100778	MH5M5	-	-	-	-
Total Mental Health Proviso Projects Funding				-	1,005,000	1,005,000	550,000
Mental Health Targeted Services Funding							
ME MH Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	375	102780	MH071	-	342,970	342,970	-
ME MH Community Forensic Beds	367	100610	MH072	-	3,027,332	3,027,332	-
ME MH Florida Assertive Community Treatment (FACT) Administration	367	100610	MH073	1,164,515	2,289,063	3,453,578	-
ME MH Indigent Psychiatric Medication Program	374	101350	MH076	-	140,166	140,166	-
ME MH Title XXI Children's Health Insurance Program (Behavioral Health Network)	367	100610	MH0BN	620,702	27,420	648,122	-
ME MH Care Coordination Direct Client Services	367	100610	MH0CN	-	536,443	536,443	-
ME Community Forensic Multidisciplinary Teams	367	100610	MH0FN	-	652,000	652,000	-
ME MH Temporary Assistance for Needy Families (TANF)	367	100610	MH0TB	797,249	-	797,249	-
ME MH Community Action Treatment (CAT) Teams	366	100425	MH0AT	-	2,250,000	2,250,000	-
ME Disability Rights Florida Mental Health	367	100610	MH0RF	-	-	-	-
ME MH Supported Employment Services	367	100610	MH0EP	-	175,000	175,000	175,000
ME MH Forensic Transitional Beds	367	100610	MH0FM	-	-	-	-
ME MH Mobile Crisis Teams	367	100610	MH0MT	-	636,471	636,471	-
ME Centralized Receiving Facilities	370	100621	MH0CR	-	-	-	-
ME MH Transitional Beds for MH Institution	367	100610	MH0TM	-	-	-	-
ME Transition Vouchers Mental Health	367	100610	MH0TR	-	296,137	296,137	-
Total Mental Health Targeted Services Funding				2,682,486	10,373,002	12,955,488	175,000
Subtotal Mental Health				8,204,361	40,408,922	48,614,283	1,876,631
Substance Abuse Core Services							
ME Substance Abuse Services and Support	369/371	100618/100777	MS000	10,248,431	11,665,402	21,913,833	-
ME SA HIV Services	369	100618	MS023	839,174	-	839,174	-
ME SA Prevention Services	369	100618	MS025	3,480,531	-	3,480,531	-
ME SA State Funded Federal Excluded Services	369	100618	MSSFP	-	-	-	-
Total Core Services Funding				14,568,136	11,665,402	26,233,538	-
Substance Abuse Discretionary Grants							
ME SA Prevention Partnership Program	369	100618	MS0PP	749,941	-	749,941	-
ME FL Partnership for Success - Hospital Pilot	369	100618	MS0FH	-	-	-	-
ME FL Partnership for Success	369	100618	MS0FS	-	-	-	-
ME Florida Targeted Response Opioid Crisis-Hospital	369	100618	MS0WL	-	-	-	-
ME Florida Targeted Response Opioid Crisis-MAT	369/372	100618/100778	MS0PH	150,000	-	150,000	150,000
ME Florida Response to the Opioid Crisis MAT	372	100778	MS0PM	1,001,498	-	1,001,498	1,001,498
ME State Opioid Response Disc Grant SVCS-Prevent	369	100618	MS0PS	-	-	-	-
ME State Opioid Response SVCS-MAT	369	100618	MSSOP	119,660	-	119,660	119,660
Total Discretionary Grants Funding				3,436,648	-	3,436,648	2,886,707
Substance Abuse Proviso Projects							
ME Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	369	100618	MS081	-	1,812,723	1,812,723	-
ME SA Family Intensive Treatment (FIT)	369	100618	MS081	616,594	616,594	1,233,188	-
ME SA Drug Abuse Comprehensive Coordinating Treatment (DACC0)	369	100618	MS095	-	-	-	-
ME Here's Help	369	100618	MS083	-	200,000	200,000	-
ME SA St. Johns County Sheriff's Office - Detox Program	369	100618	MS087	-	-	-	-
ME SA New Hope C.O.R.P.S	372	100778	MS088	-	250,000	250,000	250,000
ME Saluscare Wraparound Services- Opioid Crisis	372	100778	MS089	-	-	-	-
ME Phoenix Affiliates	372	100778	MS091	-	600,000	600,000	600,000
ME SA Memorial Healthcare-Medication Assisted Treatment Program	372	100778	MS092	-	-	-	-
ME SA Here's Help-Opioid Treatment and Training	372	100778	MS093	-	100,000	100,000	100,000
ME DACC0 Behavioral Health	372	100778	MS094	-	-	-	-
ME Gulfcoast Veterans Behavioral Integrated Healthcare	372	100778	MS095	-	-	-	-
ME St. Vincent's Healthcare-Savings Lives Project	372	100778	MS096	-	-	-	-
ME Specialized Treatment, Education and Prevention Services-Women's Residential Treatment	372	100778	MS097	-	-	-	-
ME Special Services for Jerome Golden Center	369	100618	MS098	-	-	-	-
Total Proviso Projects Funding				616,594	3,579,317	4,195,911	950,000
Substance Abuse Targeted Services							
ME SA Care Coordination Direct Client Services	369	100618	MS0CN	114,952	114,952	229,904	-
ME SA Temporary Assistance for Needy Families (TANF)	369	100618	MS0TB	830,123	-	830,123	-
ME SA Community Based Services	369	100618	MS0CS	-	2,038,590	2,038,590	-
ME Transition Vouchers Substance Abuse	369	100618	MSTRV	-	192,294	192,294	-
Total Targeted Services Funding				945,075	2,345,836	3,290,911	-
Subtotal Substance Abuse				19,566,453	17,590,555	37,157,008	5,842,610
Total All Fund Sources				28,155,303	61,508,924	89,664,227	5,842,610
Supplemental Disaster Behavioral Health (DBH) Response Funds							
ME Hurricane Irma Regular Services	371/372	100777/100778	MH0IR	256,039	-	256,039	256,039
ME Hurricane Michael Crisis Counseling ISP	372	100778	MH0MS	-	-	-	-
Total DBH Response Funds				256,039	-	256,039	256,039
Total FY Contract Amount				28,411,342	61,508,924	89,920,266	5,188,649

REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS

F2-1 Table 7 specifies the schedule of payments for the current fiscal year of this Contract, exclusive of Supplemental Disaster Behavioral Health payments as specified in Section F-8.

Table 7 - Schedule of Payments for Fiscal Year 2018-19					
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	\$ 13,816,791.17	\$ 69,083,955.83	7/1/2018	N/A
Jul-18	\$ 69,083,955.83	\$ 5,756,996.31	\$ 63,326,959.52	8/20/2018	July
Aug-18	\$ 63,326,959.52	\$ 5,756,996.32	\$ 57,569,963.20	9/20/2018	August
Sep-18	\$ 61,672,876.20	\$ 6,167,287.62	\$ 55,505,588.58	10/20/2018	September
Oct-18	\$ 55,505,588.58	\$ 6,167,287.62	\$ 49,338,300.96	11/20/2018	October
Nov-18	\$ 49,938,300.96	\$ 6,242,287.62	\$ 43,696,013.34	12/20/2018	November
Dec-18	\$ 45,689,984.34	\$ 6,527,140.62	\$ 39,162,843.72	1/20/2019	December
Jan-19	\$ 39,162,843.72	\$ 6,527,140.62	\$ 32,635,703.10	2/20/2019	January
Feb-19	\$ 32,635,703.10	\$ 6,527,140.62	\$ 26,108,562.48	3/20/2019	February
Mar-19	\$ 26,175,158.48	\$ 6,543,789.62	\$ 19,631,368.86	4/20/2019	March
Apr-19	\$ 19,631,368.86	\$ 6,543,789.62	\$ 13,087,579.24	5/20/2019	April
May-19	\$ 13,087,579.24	\$ 6,543,789.62	\$ 6,543,789.62	6/20/2019	May
Jun-19	\$ 6,543,789.62	\$ 6,543,789.62	\$ -	8/15/2019	June
Total FY Payments		\$ 89,664,227.00			
Supplemental Disaster Behavioral Health Funding		\$ 256,039.00			
Total FY Contract Funding		\$ 89,920,266.00			

F2-2 **Table 8** details the schedule of payments for the next Fiscal Year of this Contract, exclusive of Supplemental Disaster Behavioral Health payments as specified in Section F-8.

Table 8 - Schedule of Payments for Fiscal Year 2019-20					
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	7/1/2019	N/A
Jul-19	\$ 69,083,955.84	\$ 5,756,996.32	\$ 63,326,959.52	8/20/2019	July
Aug-19	\$ 63,326,959.52	\$ 5,756,996.32	\$ 57,569,963.20	9/20/2019	August
Sep-19	\$ 57,569,963.20	\$ 5,756,996.32	\$ 51,812,966.88	10/20/2019	September
Oct-19	\$ 51,812,966.88	\$ 5,756,996.32	\$ 46,055,970.56	11/20/2019	October
Nov-19	\$ 46,055,970.56	\$ 5,756,996.32	\$ 40,298,974.24	12/20/2019	November
Dec-19	\$ 40,298,974.24	\$ 5,756,996.32	\$ 34,541,977.92	1/20/2020	December
Jan-20	\$ 34,541,977.92	\$ 5,756,996.32	\$ 28,784,981.60	2/20/2020	January
Feb-20	\$ 28,784,981.60	\$ 5,756,996.32	\$ 23,027,985.28	3/20/2020	February
Mar-20	\$ 23,027,985.28	\$ 5,756,996.32	\$ 17,270,988.96	4/20/2020	March
Apr-20	\$ 17,270,988.96	\$ 5,756,996.32	\$ 11,513,992.64	5/20/2020	April
May-20	\$ 11,513,992.64	\$ 5,756,996.32	\$ 5,756,996.32	6/20/2020	May
Jun-20	\$ 5,756,996.32	\$ 5,756,996.32	\$ -	8/15/2020	June
Total FY Payments		\$ 82,900,747.00			
Supplemental Disaster Behavioral Health Funding					
Total FY Contract Funding		\$ 82,900,747.00			

F2-3 The Department shall amend into this Contract additional Schedules of Payments for any remaining fiscal years annually following the expiration of **Table 7**.