

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

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

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

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

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

Amendment #0030, executed 01/18/2017, amended SOF dated 12/22/2016 which increased the total amount of Fiscal Year 2016-17 by \$1,012,226.00 in direct services per approved Budget Amendments B-0099, B-0100, B-0103. The CF Standard Integrated Contract 2016, Exhibit B, Exhibits F, F1-7, and F2 were amended.

The purpose of Amendment #0031 is to amend the Schedule of Funds dated 02/21/2017 which decreases the total amount of Fiscal Year 2016-17 by \$188,367.00. This reduction is taken from direct service other cost accumulator MH0BN, Title XXI Children’s Health Insurance Program (Behavioral Health Network) as a result of statewide budget amendment B-0144. In addition, this amendment will update Attachment I, Financial Compliance Attachment.

As a result, the **CF Standard Integrated Contract 2016; Exhibit F- Method of Payment, Exhibit F1-7 - ME Schedule of Funds, Exhibit F2 – Schedule of Payments, and Attachment I, Financial Compliance Attachment**, are amended.

1. Page 1, CF Standard Integrated Contract 2016, Section 1, Paragraph 1.1. as previously amended on Page 2 of Amendment #0030, is hereby amended to read:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **servicing 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 **\$772,921,877.00**.

2. **Page 69, CF Standard Integrated Contract 2016, EXHIBIT F - METHOD OF PAYMENT, PARAGRAPH F-1.2, as previously amended on Page 2 of Amendment #0030, is hereby amended to read:**

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

Table 6 – Contract Funding			
State Fiscal Year	Managing Entity Operational Cost	Direct Services Cost	Total Value of Contract
2010-2011 (9 months)	\$3,399,627.00	\$52,952,530.00	\$56,352,157.00
2011-2012	\$3,491,295.00	\$72,420,596.00	\$75,911,891.00
2012-2013	\$3,465,665.00	\$70,244,946.00	\$73,710,611.00
2013-2014	\$3,432,250.00	\$72,178,646.00	\$75,610,896.00
2014-2015	\$3,481,522.37	\$72,203,746.63	\$75,685,269.00
2015-2016 (3 months)	\$866,416.00	\$19,811,845.75	\$20,678,261.75
2015-2016 (9 months)	\$2,756,874.00	\$59,209,297.25	\$61,966,171.25
2016-2017	\$3,978,889.00	\$80,325,490.00	\$84,304,379.00
2017-2018	\$3,674,793.00	\$79,225,954.00	\$82,900,747.00
2018-2019	\$3,674,793.00	\$79,225,954.00	\$82,900,747.00
2019-2020	\$3,674,793.00	\$79,225,954.00	\$82,900,747.00
Total	\$35,896,917.37	\$737,024,959.63	\$772,921,877.00

3. **Page 83, CF Standard Integrated Contract 2016, EXHIBIT F1 – ME SCHEDULE OF FUNDS, Exhibit F1-7 – ME Schedule of Funds FY2016-17 Use Designation, as previously amended on Page 2 of Amendment #0030, is hereby deleted in its entirety and replaced with Page 83, REVISED EXHIBIT F1-7 – ME SCHEDULE OF FUNDS FY2016-17 Use Designation as of 02/21/2017 (dated 3/15/2017), which is inserted in lieu thereof and attached hereto.**
4. **Page 87, CF Standard Integrated Contract 2016, EXHIBIT F2 – SCHEDULE OF PAYMENTS, as previously amended on Page 3 of Amendment #0030, is hereby deleted in its entirety and replaced with Page 87, REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS (dated 03/15/2017), which is inserted in lieu thereof and attached hereto.**
5. **Pages 89 – 91, CF Standard Integrated Contract 2016, ATTACHMENT I, FINANCIAL COMPLIANCE ATTACHMENT, as previously amended on Page 1 of Amendment #0026, are hereby deleted in their entirety and replaced with Pages 89 – 91, REVISED ATTACHMENT I, FINANCIAL COMPLIANCE ATTACHMENT (dated 03/15/2017), which are inserted in lieu thereof and attached hereto.**

Signature Page Follows

This amendment shall begin on **March 15, 2017** or the date on which the amendment has been signed by both parties, whichever is later.

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

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

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

IN WITNESS THEREOF, the parties hereto have caused this **eight (8) page** amendment to be executed by their officials thereunto duly authorized.

PROVIDER
SOUTH FLORIDA BEHAVIORAL HEALTH
NETWORK, INC.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: *John W. Dow*

SIGNED BY: *Bronwyn Stanford*

NAME: John W. Dow
TITLE: President and Chief Executive Officer

NAME: Bronwyn Stanford
TITLE: Regional Managing Director

DATE: 3/8/17

DATE: 3/8/17

FEDERAL ID NUMBER: 59-3380599

Exhibit F1-7 - ME Schedule of Funds
REVISED Exhibit F1 - ME Schedule of Funds
South Florida Behavioral Health Network, Inc. - Contract# KH225
FY 2016-17 Use Designation - As of 02/21/2017

Other Cost Accumulators Title	Other Cost Accumulators	Federal	State	Total
ME Operational Costs				
Managing Entity Administrative Costs	MHS00	232,200	3,233,464	3,465,664
ME Acute Care Utilization Database	MH0CS	-	73,710	73,710
ME Mental Health System of Care	MH0SK	-	-	-
ME Housing Coordination	MHSHG	-	138,640	138,640
ME Care Coordination	MHSCD	99,479	201,396	300,875
ME-Hurricane Matthew Crisis Counseling Program	MHHM0	-	-	-
Mental Health				
ME Mental Health Services & Support	MH000	3,443,125	29,308,927	32,752,052
Miami-Dade Homeless Trust	MH010	-	189,794	189,794
Stewart-Marchman Behavioral Healthcare	MH011	-	-	-
ME Early Intervention Svs - Psychotic Disorders	MH026	750,000	-	750,000
Directions for Living	MH027	-	-	-
David Lawrence Center-Behavioral Health Services	MH031	-	-	-
ME Veterans and Families Pilot Program	MH032	-	-	-
Fort Myers Salvation Army-Behavioral Health Services	MH037	-	-	-
Centerstone Florida	MH046	-	-	-
Lakeview Center	MH047	-	-	-
Specialized Treatment, Education and Prevention Services	MH050	-	-	-
Veterans Alternative Retreat Program	MH060	-	-	-
Northside Mental Health Center	MH061	-	-	-
Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	MH071	-	342,970	342,970
Community Forensic Beds	MH072	-	3,027,332	3,027,332
Florida Assertive Community Treatment (FACT)	MH073	1,164,515	2,289,063	3,453,578
Indigent Psychiatric Medication Program	MH076	-	113,991	113,991
Clay Behavioral Health Center - Crisis Prevention	MH089	-	-	-
Camillus House Mental Health/Substance Abuse Treatment - Homeless	MH093	-	200,000	200,000
Citrus Health Network	MH094	-	455,000	455,000
Jerome Golden Center	MH096	-	-	-
Gracepoint Center	MH819	-	-	-
ME-Orlando Emergency Crisis Counseling Services	MHOER	-	-	-
ME-Provider Hurricane Matthew Crisis Counsel	MHHMP	-	-	-
ME-Disability Rights Florida Mental Health	MHDRF	-	-	-
ME-Transition Vouchers Mental Health	MHTRV	-	296,137	296,137
Lifestream Center	MHS50	-	-	-
ME Centralized Receiving Facilities	MHSCR	-	-	-
Meridian Behavioral Healthcare	MHSMB	-	-	-
ME FL SOC Expansion and Sustainability Project	MHESP	-	-	-
ME MH State Funded For Profit Sub-recipients	MHSFP	-	250,000	250,000
Renaissance Center	MHRM5	-	-	-
Circles of Care - Cedar Village	MHS51	-	-	-
Circles of Care - Crisis Stabilization	MHS52	-	-	-
Circles of Care - Geropsychiatric Care Center Services	MHS55	-	-	-
Grants PATH	MHOPG	513,167	-	513,167
Florida Youth Transition of Adulthood	MHOTA	-	-	-
Temporary Assistance for Needy Families (TANF)	MH0TB	797,249	-	797,249
Title XXI Children's Health Insurance Program (Behavioral Health Network)	MH0BN	606,875	27,473	634,348
Grant Miami-Dade County Wraparound FACES	MH0FA	1,612,226	-	1,612,226
Community Forensic Multidisciplinary Teams for Hospital Diversion	MH0FH	-	652,000	652,000
Grants Project Launch	MH0PL	-	-	-
Subtotal Mental Health		8,887,157	37,152,687	46,039,844
Substance Abuse				
ME Substance Abuse Services and Support	MS000	12,597,218	12,012,733	24,609,951
HIV Services	MS023	1,223,985	-	1,223,985
Prevention Services	MS025	3,695,941	-	3,695,941
Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	MS081	-	1,812,723	1,812,723
Family Intensive Treatment (FIT)	MS091	-	633,188	633,188
Temporary Assistance for Needy Families (TANF)	MS0TB	830,123	-	830,123
ME Special Services for Jerome Golden Center	MS0JG	-	-	-
Drug Abuse Comprehensive Coordinating Treatment (DACCO)	MS095	-	-	-
First Step of Sarasota	MS902	-	-	-
Here's Help	MS903	-	500,000	500,000
ME FL Partnerships for Success	MS0FS	-	-	-
Prevention Partnership Grant (PPG)	MS0PP	787,441	-	787,441
ME State Epidemiology Outcomes Workgroup Local	MS0WL	-	-	-
ME SA State Funded For Profit Sub-recipients	MSSFP	-	-	-
ME-Transition Vouchers Substance Abuse	MSTRV	-	192,294	192,294
Subtotal Substance Abuse		19,134,708	15,150,938	34,285,646
Total All Fund Sources		28,353,544	55,950,835	84,304,379

REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS

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

Table 7 - Schedule of Payments for Fiscal Year 2016-17					
Month of Services	FY Contract Balance Prior to Payment	Fixed Payment Amount	FY Contract Balance after this Payment	Invoice Packet Due Date	Progress and Expenditure Report Period
Annual Advance	\$ 82,900,747.00	\$ 13,816,791.16	\$ 69,083,955.84	7/1/2016	N/A
Jul-16	\$ 69,083,955.84	\$ 5,756,996.32	\$ 63,326,959.52	8/20/2016	July
Aug-16	\$ 63,326,959.52	\$ 5,756,996.32	\$ 57,569,963.20	9/20/2016	August
Sep-16	\$ 57,569,963.20	\$ 5,756,996.32	\$ 51,812,966.88	10/20/2016	September
Oct-16	\$ 51,953,224.88	\$ 5,772,580.54	\$ 46,180,644.34	11/20/2016	October
Nov-16	\$ 46,180,644.34	\$ 5,772,580.54	\$ 40,408,063.80	12/20/2016	November
Dec-16	\$ 40,408,063.80	\$ 5,772,580.54	\$ 34,635,483.26	1/20/2017	December
Jan-17	\$ 35,074,998.26	\$ 5,845,833.04	\$ 29,229,165.22	2/20/2017	January
Feb-17	\$ 30,241,391.22	\$ 6,048,278.24	\$ 24,193,112.98	3/20/2017	February
Mar-17	\$ 24,004,745.98	\$ 6,001,186.49	\$ 18,003,559.49	4/20/2017	March
Apr-17	\$ 18,003,559.49	\$ 6,001,186.49	\$ 12,002,373.00	5/20/2017	April
May-17	\$ 12,002,373.00	\$ 6,001,186.50	\$ 6,001,186.50	6/20/2017	May
Jun-17	\$ 6,001,186.50	\$ 6,001,186.50	\$ -	8/15/2017	June
Total FY Payments		\$ 84,304,379.00			

REVISED ATTACHMENT I

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit

Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

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

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

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

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

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

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

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

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

PART IV: RECORD RETENTION

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