

AMENDMENT #0025

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and Southeast Florida Behavioral Health Network, Inc., hereinafter referred to as the "Provider," amends Contract # IH611.

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

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

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

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

The purpose of Amendment #0025

1. Pages 30 through 32, Exhibit B, Scope of Work, dated May 12, 2016, are hereby deleted in their entirety and Revised Pages 30 through 32, Revised Exhibit B, Scope of Work, dated December 13, 2016 are inserted in lieu thereof and attached hereto.
2. Page 72, Exhibit F1, ME Schedule of Funds, dated December 2, 2016 is hereby deleted and revised page 72, Exhibit F1, Schedule of Funds, dated December 12, 2016 is inserted and attached hereto.

This amendment shall begin on January 1, 2017 or the date on which the amendment has been signed by both parties, whichever is later.

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

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

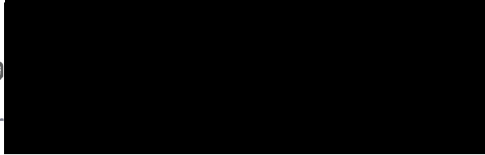
This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this six (6) page amendment to be executed by their officials' thereunto duly authorized.

PROVIDER: SOUTHEAST FLORIDA BEHAVIORAL
HEALTH NETWORK, INC.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND
FAMILIES

SIGNED
BY: _____



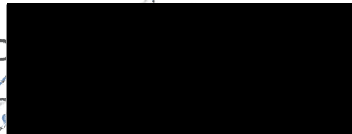
NAME: Ann Berner

TITLE: Chief Executive Officer

DATE: 12/20/2016

FEDERAL ID NUMBER: 271871869

SIGNED
BY: _____



NAME: Dennis Miles

TITLE: Regional Managing Director

DATE: 12/21/16

December 13, 2016

EXHIBIT B – SCOPE OF WORK

B-1 Scope of Service

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

B-2 Major Contract Goals

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

B-3 Service Area and Locations

B-3.1 The Managing Entity shall subcontract for services within the following counties: Indian River, Martin, Okeechobee, Palm Beach, and St. Lucie.

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

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

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

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

B-4 Individuals to Be Served

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

B-5 Client Eligibility

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

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

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

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

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

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

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

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

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

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

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

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

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

B-6 Client Determination

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

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

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

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

B-7 Equipment

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

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

B-8 Contract Limits

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

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

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

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

B-8.5 Pursuant to PHS Act §1931(a)(1)(E) and 1916(a)(5) and 45 CFR §96.135(a)(5), the Managing Entity may not enter into subcontracts with a for-profit entity using Block Grant funds unless the for-profit entity subcontract is solely for providing goods and services for the Managing Entity's own use in meeting its obligations under this Contract. A subcontract with a for-profit entity may not provide for services meeting the definition of a "subaward" as defined in 2 CFR §200.92, using Block Grant funds.

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

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

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

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

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

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

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

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

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EXHIBIT F1 – SCHEDULE OF FUNDS
Southeast Florida Behavioral Health Network, Inc. - Contract# IH611
FY 2016-17 Use Designation - As of 12/12/2016

Other Cost Accumulators Title	Other Cost Accumulators	Federal	State	Total
ME Operational Costs				
Managing Entity Administrative Costs	MHS00	159,484	2,220,871	2,380,355
ME Acute Care Utilization Database	MH0CS	-	48,700	48,700
ME Mental Health System of Care	MH0SK	14,348	-	14,348
ME Housing Coordination	MHSHG	-	177,483	177,483
ME Care Coordination	MHSCD	150,491	104,436	254,927
Mental Health				
ME Mental Health Services & Support	MH000	2,474,126	22,275,716	24,749,842
Miami-Dade Homeless Trust	MH010	-	-	-
Stewart-Marchman Behavioral Healthcare	MH011	-	-	-
ME Early Intervention Svs - Psychotic Disorders	MH026	750,000	-	750,000
Directions for Living	MH027	-	-	-
David Lawrence Center-Behavioral Health Services	MH031	-	-	-
ME Veterans and Families Pilot Program	MH032	-	-	-
Fort Myers Salvation Army-Behavioral Health Services	MH037	-	-	-
Centerstone Florida	MH046	-	-	-
Lakeview Center	MH047	-	-	-
Specialized Treatment, Education and Prevention Services	MH050	-	-	-
Veterans Alternative Retreat Program	MH060	-	-	-
Northside Mental Health Center	MH061	-	-	-
Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	MH071	-	310,617	310,617
Community Forensic Beds	MH072	-	67,441	67,441
Florida Assertive Community Treatment (FACT)	MH073	1,197,195	2,353,302	3,550,497
Indigent Psychiatric Medication Program	MH076	-	259,382	259,382
Clay Behavioral Health Center - Crisis Prevention	MH089	-	-	-
Camillus House Mental Health/Substance Abuse Treatment - Homeless	MH093	-	-	-
Citrus Health Network	MH094	-	-	-
Jerome Golden Center	MH096	-	575,000	575,000
Gracepoint Center	MH819	-	-	-
ME-Orlando Emergency Crisis Counseling Services	MHOER	-	-	-
ME-Hurricane Matthew Crisis Counseling Program	MHHM0	-	-	-
ME-Provider Hurricane Matthew Crisis Counsel	MHHMP	-	-	-
ME-Disability Rights Florida Mental Health	MHDRF	-	-	-
ME-Transition Vouchers Mental Health	MHTRV	-	148,210	148,210
Lifestream Center	MHS50	-	-	-
ME Centralized Receiving Facilities	MHSCR	-	-	-
Meridian Behavioral Healthcare	MHSMB	-	-	-
Renaissance Center	MHRM5	-	-	-
Circles of Care - Cedar Village	MHS51	-	-	-
Circles of Care - Crisis Stabilization	MHS52	-	-	-
Circles of Care - Geropsychiatric Care Center Services	MHS55	-	-	-
Grants PATH	MH0PG	357,333	-	357,333
Florida Youth Transition of Adulthood	MH0TA	-	-	-
Temporary Assistance for Needy Families (TANF)	MH0TB	767,926	-	767,926
Title XXI Children's Health Insurance Program (Behavioral Health Network)	MH0BN	733,241	108,857	842,098
Grant Miami-Dade County Wraparound FACES	MH0FA	-	-	-
Community Forensic Multidisciplinary Teams for Hospital Diversion	MH0FH	-	-	-
Grants Project Launch	MH0PL	-	-	-
Subtotal Mental Health		6,279,821	26,098,525	32,378,346
Substance Abuse				
ME Substance Abuse Services and Support	MS000	7,931,415	6,495,654	14,427,069
HIV Services	MS023	604,207	-	604,207
Prevention Services	MS025	2,416,828	-	2,416,828
Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	MS081	-	994,374	994,374
Family Intensive Treatment (FIT)	MS091	-	600,000	600,000
Temporary Assistance for Needy Families (TANF)	MS0TB	559,663	-	559,663
ME Special Services for Jerome Golden Center	MS0JG	-	1,040,584	1,040,584
Drug Abuse Comprehensive Coordinating Treatment (DACCO)	MS095	-	-	-
First Step of Sarasota	MS902	-	-	-
Here's Help	MS903	-	-	-
ME FL Partnerships for Success	MS0FS	-	-	-
Prevention Partnership Grant (PPG)	MS0PP	450,000	-	450,000
ME-Transition Vouchers Substance Abuse	MSTRV	-	96,242	96,242
Subtotal Substance Abuse		11,962,113	9,226,854	21,188,967
Total All Fund Sources		18,566,257	37,876,869	56,443,126