Amendment #0021 Contract # JH343

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and <u>Broward Behavioral Health Coalition, Inc.</u>, hereinafter referred to as the "Provider," amends <u>Contract # JH343</u>.

Amendment #0001 adjusted funding to account for funds not utilized by the Subcontractors while managed by DCF and to reflect changes in the Annual Operating Budget. Funding for Fiscal Year 12-13 was increased by \$1,380,030.07.

Amendment #0002 implemented S. B. 1518 for advances in payment methodology and schedule, and funding level for FY13-14 Annual Operating Budget. Funding for Fiscal Year 13-14 increased by \$259,496.00.

Amendment #0003 added a special provision incorporating those provisions required by 45 CFR s.164.504(e) including HIPAA language.

Amendment #0004 added \$1,260,175.00 to Fiscal Year 13-14 including a transfer of funding between contract #KH255 with Budget Amendment B-0146.

Amendment #0005 added language to comply with the National Voter Registration Act.

Amendment #0006 reduced \$2,086.00 from Fiscal Year 13-14.

Amendment #0007 moved the operational cost funds (Section A) to the services & supports provider activity (Section B.)

Amendment #0008 restated the contract to update Standard Contract and Attachments.

Amendment #0009 added \$2,018,954.00 to Fiscal Year 14-15.

Amendment #0010 reduced \$38,693.00 from Fiscal Year 14-15.

Amendment #0011 added \$44,118.00 to Fiscal Year 14-15 and implemented Budget Amendment B-0126 between contract# KH225 and JH343.

Amendment #0012 reduced <u>\$99,619.00</u> from Fiscal Year 14-15.

Amendment #0013 restated the contract to update Standard Contract and Attachments.

Amendment #0014 updated language to include CSU database requirements, removed Most Favored Party Status requirement, and add EOG/OPB reporting requirements.

Amendment #0015 added <u>\$6,339,103.00</u> to the Fiscal Year 15-16.

Amendment #0021 Contract # JH343

Amendment #0016 added \$66,667.00 to Fiscal Year 15-16.

Amendment #0017 restated and renewed contract JH343 through June 30, 2019.

Amendment #0018 reduced \$23,459.00 from Fiscal Year 15-16.

Amendment #0019 added \$59,047.00 to Fiscal Year 15-16.

Amendment #0020 added \$199,611.00 to Fiscal Year 16-17.

The purpose of Amendment #0021 is to update the Schedule of Funds for FY 16-17 and update Exhibits A, C2, C3 and E.

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

Section 1.1, Purpose and Contract Amount

The Department is engaging the Provider for the purpose of serving as a Regional Managing Entity, pursuant to s.394.9082, F.S., to manage the day-to-day operational delivery of behavioral health services through an organized system of care, pursuant to state and federal law, within the annual appropriation, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$ 329,548,749.07.

- 2. Pages 18 through 22, Exhibit A, Special Provisions, dated July 1, 2016, are hereby deleted in their entirety and Revised Pages 18 through 22, Revised Exhibit A, Special Provisions, dated December 5, 2016, are inserted in lieu thereof and attached hereto.
- 3. Pages 55 through 58, Revised Exhibit C2, Region Specific Appropriations, dated September 15, 2016, are hereby deleted in their entirety and Pages 55 through 58, Revised Exhibit C2, Region Specific Appropriations, dated December 5, 2016, are inserted in lieu thereof and attached hereto.
- 4. Pages 59 through 62, Exhibit C3, ME Required Reports, Plans, and Functional Tasks, dated July 1, 2016, are hereby deleted in their entirety and Pages 59 through 63, Revised Exhibit C3, ME Required Reports, Plans, and Functional Tasks, dated December 5, 2016, are inserted in lieu thereof and attached hereto.
- 5. Pages 64 through 67, Exhibit E, Minimum Performance Measures, dated July 1, 2016, are hereby deleted in their entirety and Revised Pages 64 through 67, Revised Exhibit E, Minimum Performance Measures, dated December 5, 2016, are inserted in lieu thereof and attached hereto.
- Pages 68 through 71, Revised Exhibit F, Method of Payment dated September 15, 2016, are hereby deleted in their entirety and Pages 68 through 71, Revised Exhibit F, Method of Payment, dated December 5, 2016, are inserted in lieu thereof and attached hereto.

- Revised Page 72, Revised Exhibit F1, ME Schedule of Funds, dated September 15, 2016, is hereby deleted in its entirety and Revised Page 72, Exhibit F1, ME Schedule of Funds, dated December 5, 2016,, is inserted in lieu thereof and attached hereto.
- Revised Page 73, Revised Exhibit F2, Schedule of Payments, dated September 15, 2016, is hereby deleted in its entirety and Revised Page 73, Revised Exhibit F2, Schedule of Payments, dated December 5, 2016, is inserted in lieu thereof and attached hereto.

This amendment shall begin on <u>December 5, 2016</u> 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 twenty-seven (27) page amendment to be executed by their officials thereunto duly authorized.

| PROVIDER: BROWARD BEHAVIORAL HEALTH COALITION, INC. | DEPARTMENT: FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES |
|---|--|
| SIGNED BY: Jord Weller | SIGNED BY: |
| NAME: Lois Wexler | NAME: Dennis Miles |
| TITLE: Chairperson of the Board | TITLE: Regional Managing Director |
| DATE: 12/12/2016 | DATE: 12/19/16 |
| FEDERAL ID #: 453675836 | |

EXHIBIT A - SPECIAL PROVISIONS

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

A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1 Contract Document

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

A-1.1.1 Additional Contract Exhibits

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

A-1.1.2 Guidance Documents

- Guidance 1 Evidence-Based Guidelines
- Guidance 2 Tangible Property Requirements
- Guidance 3 Managing Entity Expiration, Termination and Transition Planning Requirements
- Guidance 4 Care Coordination
- Guidance 5 Residential Mental Health Treatment for Children and Adolescents
- Guidance 6 Outpatient Forensic Mental Health Services
- Guidance 7 Forensic and Civil Treatment Facility Admission and Discharge Processes
- Guidance 8 Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure
- Guidance 9 Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI)
 Outreach Access, and Recovery (SOAR)
- Guidance 10 Prevention Services
- Guidance 11 Juvenile Incompetent to Proceed (JITP)
- Guidance 12 Behavioral Health Network (BNet) Guidelines and Requirements
- Guidance 13 Indigent Drug Program (IDP)
- Guidance 14 Prevention Partnership Grants (PPG)
- Guidance 15 Projects for Assistance in Transition from Homelessness (PATH)
- Guidance 16 Florida Assertive Community Treatment (FACT) Handbook
- Guidance 17 Temporary Assistance for Needy Families (TANF) Funding Guidance
- Guidance 18 Family Intensive Treatment (FIT) Model Guidelines and Requirements
- Guidance 19 Integration with Child Welfare
- Guidance 20 Local Review Team
- Guidance 21 Housing Coordination
- Guidance 22 Federal Grant Financial Management Requirements
- Guidance 23 Crisis Counseling Program
- Guidance 24 Performance Outcomes Measurement Manual

- Guidance 25 National Voter Registration Act Guidance
- Guidance 26 Women's Special Funding, Substance Abuse Services for Pregnant Women and Mothers
- Guidance 27 Central Receiving Systems Grant
- Guidance 28 Forensic Multidisciplinary Team
- Guidance 29 Transitional Voucher

A-1.1.3 Templates

- Template 1 Provider Tangible Property Inventory Form
- Template 2 Managing Entity Substance Abuse and Mental Health Block Grant Reporting Template Overview and Instructions
- Template 3 Narrative Report for the Substance Abuse and Mental Health Block Grant
- Template 4 Managing Entity Annual Business Operations Plan
- Template 5 ALF-LMH Forms
- Template 6 BNet Participant Forms
- Template 7 BNet Alternative Service Forms
- Template 8 Deleted, effective 11/29/2016
- Template 9 Local Match Calculation Form
- Template 10 Managing Entity Monthly Fixed Payment Invoice
- Template 11 Managing Entity Monthly Progress Report
- Template 12 Managing Entity Monthly Expenditure Report
- Template 13 Managing Entity Monthly Carry Forward Expenditure Report
- Template 14 Cost Allocation Plan
- Template 15 Managing Entity Spending Plan for Carry Forward Report
- Template 16 Women's Special Funding Reporting Template
- Template 17 FIT Reporting Template
- Template 18 Transitional Voucher Quarterly Report
- A-1.1.4 Unless otherwise specified in this Contract, all documents incorporated by reference may be located at the following Department webpage location:

http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities

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

A-1.2 Program Specific Terms

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

A-2 STATEMENT OF WORK

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

A-3 PAYMENT, INVOICE AND RELATED TERMS

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

A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

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

A-4.2 Insurance

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

- A-4.2.1 The Managing Entity shall notify the Contract Manager within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.
- A-4.2.2 The Managing Entity acknowledges that, as an independent contractor, the Managing Entity and its Network Service Providers at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- A-4.2.3 The Managing Entity shall obtain and provide proof to the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Managing Entity and all of its employees. The limits of Managing Entity's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- A-4.2.4 The Managing Entity shall cause all Network Service Providers, at all tiers, who the Managing Entity reasonably determines to present a risk of significant loss to the Managing Entity or the Department, to obtain and provide proof to Managing Entity and the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability covering the Network Service Provider and all of its employees. The limits of coverage for the Managing Entity's Network Service Providers, at all tiers, shall be in such amounts as the Managing Entity reasonably determines to be sufficient to cover the risk of loss.
- **A-4.2.5** If any officer, employee, or agent of the Managing Entity operates a motor vehicle in the course of the performance of its duties under this contract, the Managing Entity shall obtain and provide proof to the Department of comprehensive automobile liability insurance coverage. The limits of the Managing Entity's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- **A-4.2.6** If any officer, employee, or agent of any Network Service Provider, at all tiers, operates a motor vehicle in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider to obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage with the same limits.
- A-4.2.7 The Managing Entity shall obtain and provide proof to the Department of professional liability insurance coverage, including errors and omissions coverage, to cover the Managing Entity and all of its employees. If any officer, employee, or agent of the Managing Entity administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Managing Entity under this contract, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Managing Entity and all of its employees. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

- A-4.2.8 If any officer, employee, or agent of the Network Service Provider, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider, at all tiers, to obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Network Service Provider employees with the same limits.
- **A-4.2.9** The Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Managing Entity, or Network Service Provider purchasing the insurance.
- A-4.2.10 All such insurance policies of the Managing Entity and its Network Service Providers, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm, and shall name the Department as an additional insured under the policy or policies. The Managing Entity shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Department in the reasonable exercise of its judgment.
- A-4.2.11 All such insurance proposed by the Managing Entity shall be submitted to and confirmed by the Contract Manager annually by March 31.

A-5 RECORDS, AUDITS AND DATA SECURITY

A-5.1 Inspections and Corrective Action

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

- A-5.1.1 The Managing Entity shall be monitored in accordance with s. 402.7305, F.S., and CFOP 75-8, Policies and Procedures of Contract Oversight. The Managing Entity shall comply with any requests made by the Department as part of the conduct of such monitoring. At no cost to the Department, the Managing Entity shall provide complete access to all programmatic, administrative, management, budget and financial information related to services provided under this contract.
- A-5.1.2 The Department will provide a written report to the Managing Entity within 30 days of the monitoring team's exit. If the report indicates corrective action is necessary, the Managing Entity shall provide a proposed corrective action plan for the Department's approval, except in the case of threat to life or safety of Individuals Served, in which case the Managing Entity shall take immediate action to ameliorate the threat and associated causes.
- A-5.1.3 The Managing Entity shall cooperate at all times with the Department to conduct these reviews and shall provide all documentation requested by the reviewers in a timely manner at its administrative office or other location, as determined by the Department.

A-6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1 Termination

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

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

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

A-6.2 Dispute Resolution

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

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

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

A-7 OTHER TERMS

- **A-7.1** The Managing Entity shall comply with all applicable federal and state laws and regulations and all policies, directives and guidelines published by the Department. In the event the Department amends any policies, directives, or guidelines after contract execution, the Department will provide electronic notice to the Managing Entity.
- A-7.2 Exhibit A2 contains additional state and federal laws, rules, and regulations applicable to performance under this Contract.

A-8 FEDERAL FUNDS APPLICABILITY

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

A-9 CLIENT SERVICES APPLICABILITY

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

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EXHIBIT C2 - REGION-SPECIFIC APPROPRIATIONS

- C2-1 Pursuant to the terms of Section C-2.2.2.1, the Managing Entity shall subcontract for the legislatively appropriated program-specific funds listed in Table 1 with each specified Network Service Provider. Each subcontract shall require the Network Service Provider to use these funds only for the legislatively specified service and to report the unique numbers of persons served or services provided with these funds as distinct reporting elements within the subcontract report requirements.
- C2-2 The Managing Entity shall provide the Department with a copy of the executed subcontract document for each program-specific fund no later than 30 days after this exhibit is incorporated into the Managing Entity's contract. The subcontract document shall include:
 - C2-2.1 A description of the service purchased with the specific appropriation;
 - C2-2.2 The payment methodology and rate applied to the service;
 - C2-2.3 Output and outcome performance measures applied to the service; and
 - **C2-2.4** The reporting requirements implemented to ensure regular and ad hoc status updates to the Department.
- C2-3 At a minimum, the managing entity shall ensure each Network Service Provider:
 - C2-3.1 Reports the following performance metrics in the format specified by the Department:
 - C2-3.1.1 Number of clients served,
 - C2-3.1.2 Number of adults served,
 - C2-3.1.3 Number of children served,
 - C2-3.1.4 Number of clients admitted in a residential treatment center,
 - C2-3.1.5 Type of services provided to the clients, and
 - C2-3.1.6 Number of clients discharged.
 - C2-3,2 For any specific appropriation identified with the acronym "EOG/OPB" in Table 1:
 - **C2-3.2.1** Provides an initial projected estimate of positive return on investment the state may receive by providing the funding on or before July 15, each Fiscal Year. The Managing Entity shall provide a copy of each providers projected estimate to the Department no later than July 20, each Fiscal Year; and
 - **C2-3.2.2** Provides a report 15 days after the completion of each fiscal quarter documenting the actual return on investment achieved and describing the methodology by which the return on investment amount was determined. The Managing Entity shall provide a copy of each providers report on return on investment to the Department no later than 20 days after the completion of each fiscal quarter.

| | | Table 1 – Program-Specific Fund Summary | |
|-------------------------------|------------------------------------|---|---|
| Year | Specific Appropriation | Provider | Amount |
| FY14-15 | 372 | Pregnant and Post-Partum Women Funding Allocated to the following providers and amounts 1. Broward Addiction and Recovery Center (BARC) 2. House of Hope 3. Susan B. Anthony Center, Inc. 4. The Starting Place, Inc. | \$1,043,188.00 |
| FY15-16 through FY17-18 | PPG Solicitation LHZ03 | Hanley Center Foundation, Inc. | \$147,256.00 |
| FY15-16 | 377J | Pregnant Women, Mothers, and Affected Families Funding, Allocated to the following providers 1. Broward Addiction and Recovery Center (BARC) 2. House of Hope 3. Susan B. Anthony Center, Inc. 4. Banyan Community Health Center, Inc. | \$1,043,188.00 |
| ļ | | Family Intensive Treatment (FIT) funding, allocated to the following amounts for services in the designated locations. The Managing Entity shall designate a service provider for each location in accordance with Section C2-6.2. EOG/OPB | \$600,000.00 |
| FY16-17 | 383 | Community Forensic Multidisciplinary Team (FMDT) Henderson Behavioral Health, Inc. | \$652,000.00 |
| - | 385 | Pregnant Women, Mothers, and Affected Families Funding, Allocated to the following providers 1. Broward Addiction and Recovery Center (BARC) 2. House of Hope 3. Susan B. Anthony Center, Inc | \$1,043,188.00 |
| | | Family Intensive Treatment (FIT) funding EOG/OPB | \$600,000.00 |
| FY16-17 through FY21-22 | CRS Solicitation RFA07H16GS2 | Henderson Behavioral Health, Inc. Effective 1/1/17 through 12/31/22 | FY16-17 \$2,086,415.00 FY17-18 - FY20-21 \$4,172,830.00 FY21-22 \$2,086,415.00 |

C2-4 Fiscal Year 2014-15 Appropriations

Pursuant to the FY14-15 General Appropriations Act, Ch. 2014-51, Laws of Fla., the Managing Entity shall implement the following:

C2-4.1 Specific Appropriation 372 – Pregnant and Post-Partum Women Funding

From Specific Appropriation 372, recurring General Revenue for the expansion of substance abuse services for pregnant women and their affected families. These services shall include the expansion of residential treatment, outpatient treatment with housing support, outreach, detoxification, child care and post-partum case management supporting both the mother and child consistent with recommendations from the

Statewide Task Force on Prescription Drug Abuse and Newborns. Priority for services shall be given to counties with greatest need and available treatment capacity.

C2-5 Prevention Partnership Grants

Pursuant to the Notice of Award for the PPG procurement RFA #LHZ03, the Managing Entity shall execute 3 year subcontracts with Network Service Providers for the annual amounts detailed in **Table 1** for the implementation of the PPG program.

- **C2-5.1** The Managing Entity shall negotiate PPG services within the scope of work detailed in the Network Service Provider's application.
- **C2-5.2** The Subcontract shall incorporate the specifications and elements detailed in the RFA, including but not limited to objectives, measures, and reporting.
- **C2-5.3** The Subcontract shall incorporate funding as detailed in **Table 1** for reasonable, allowable, and necessary expenditures required to perform PPG services.
- **C2-5.4** The Subcontract shall require the Network Service Provider to enter all prevention data into the Department's Performance Based Prevention System (PBPS).

C2-6 Fiscal Year 2015-16 Appropriations

Pursuant to the FY15-16 General Appropriations Act, Ch. 2015-232, Laws of Fla., the Managing Entity shall implement the following:

C2-6.1 Specific Appropriation 377J - Pregnant Women, Mothers, and Affected Families Funding

- **C2-6.1.1** From the funds in Specific Appropriation 377J, recurring General Revenue for the expansion of substance abuse services for pregnant women and their affected families. These services shall include the expansion of residential treatment, outpatient treatment with housing support, outreach, detoxification, child care and post-partum case management supporting both the mother and child consistent with recommendations from the Statewide Task Force on Prescription Drug Abuse and Newborns. Priority for services shall be given to counties with greatest need and available treatment capacity.
- C2-6.1.2 The Managing Entity shall subcontract with the Network Service Providers for this funding as listed in Table 1. These subcontracts shall be executed and managed in accordance with Guidance 26 Women's Special Funding. With the submission of the Final Fiscal Year Invoice, the Managing Entity will submit a report that details for each provider the sub contractual amount, actual amount paid, and total units purchased. This report shall also contain the total of any anticipated carry forward funds of Specific Appropriation 377J Pregnant and Post-Partum Women Funding. These anticipated carry forward funds will also be included on Template 13 Managing Entity Carry Forward Expenditure Report.

C2-6.2 Specific Appropriation 377J – Family Intensive Treatment Funding

- **C2-6.2.1** From the funds in Specific Appropriation 377J, General Revenue to expand the Family Intensive Treatment (FIT) team model to Broward County, through a competitive bid process that targets specific communities based on indicated child welfare need.
- **C2-6.2.2** The Family Intensive Treatment (FIT) team model is designed to provide intensive team-based, family-focused, comprehensive services to families in the child welfare system with parental substance abuse. Treatment shall be available and provided in accordance with the indicated level of care required and providers shall meet program specifications. Funds shall be targeted to select communities with high rates of child abuse cases.
- **C2-6.2.3** The Managing Entity shall initiate a competitive bid process to deliver the FIT model by July 31, 2015.

C2-6.2.4 The Managing Entity shall subcontract with Network Service Providers on or before October 1, 2015, to provide FIT model services for the full amount of funding specified in **Table 1** and shall not reduce payment to these providers for any operational costs, including behavioral health fees, of the Managing Entity associated with the administration of the subcontracts.

C2-7 Fiscal Year 2016-17 Appropriations

Pursuant to the FY16-17 General Appropriations Act, Ch. 2016-66, Laws of Fla., the Managing Entity shall implement the following:

C2-7.1 Specific Appropriation 383 - Forensic Multidisciplinary Team (FMDT)

From the funds in Specific Appropriation 383, recurring General Revenue Fund is provided for the creation of a pilot community Forensic Multidisciplinary Team designed to divert individuals from secure forensic commitment by providing community-based services. To implement this pilot proviso project, the Managing Entity shall subcontract with a qualified Network Service Provider in the location specified in Table 1 to provide services according to the provisions of **Guidance 28 – Forensic Multidisciplinary Team.**

C2-7.2 Specific Appropriation 385 - Women's Special Funding

From the funds in Specific Appropriation 385, General Revenue for the expansion of substance abuse services for pregnant women, mothers, and their affected families. These subcontracts shall be executed and managed in accordance with **Guidance 26 – Women's Special Funding**. These services shall include the expansion of residential treatment, outpatient treatment with housing support, outreach, detoxification, child care and post-partum case management supporting both the mother and child consistent with recommendations from the Statewide Task Force on Prescription Drug Abuse and Newborns. Priority for services shall be given to counties with the greatest need and available treatment capacity.

C2-7.3 Specific Appropriation 385 – Family Intensive Treatment Funding

From the funds in Specific Appropriation 385, General Revenue to implement the Family Intensive Treatment (FIT) team model that is designed to provide intensive team-based, family-focused, comprehensive services to families in the child welfare system with parental substance abuse. These subcontracts shall be executed and managed in accordance with **Guidance 18 – Family Intensive Treatment (FIT) Model Guidelines and Requirements.** Treatment shall be available and provided in accordance with the indicated level of care required and providers shall meet program specifications. Funds shall be targeted to select communities with high rates of child abuse cases.

- C2-8 Fiscal Year 2016-17 through FY 21-22 Appropriations; Specific Appropriation 386K Centralized Receiving Systems (CRS) Solicitation: RFA07H16GS2
 - **C2-8.1** Pursuant to the Notice of Award for the CRS solicitation under RFA # RFA07H16GS2 and Specific Appropriation 386K of the FY16-17 General Appropriations Act, the Managing Entity shall execute a 5 year subcontract with Henderson Behavioral Health, Inc. for the annual amounts detailed in Table 1.
 - C2-8.2 The Managing Entity shall implement the CRS projects in accordance with the terms of Guidance 27 Centralized Receiving System (CRS) Grant.

EXHIBIT C3 - ME REQUIRED REPORTS, PLANS, AND FUNCTIONAL TASKS

All Requirements in Table 2 must be submitted to the Contract Manager electronically and be uploaded to the ME's secure web-based document vault.

| Cardian | Table | Table 2 - Required Submissions |)ns | |
|--|---|--------------------------------|----------------------------------|--|
| Section # | Requirement | Required by | Frequency | Due No Later Than: |
| <u>အ-</u> | Required Reports and Plans | | 1 | |
| Provider Tan | Provider Tangible Property Inventory | Section B-7.2 | Initial; | Initial: within 30 days of execution; |
| Template 1 | | Guidance 2 | and Annually | Annual: July 31 |
| Regional pla | Regional planning documents | Section C-1.1.2 | As Needed | As Needed |
| Triennial Ne | Triennial Needs Assessment | Section C-1.1.3 | Every 3 years, beginning 2016 | October 31 |
| Managing Er Template 4 | Managing Entity Annual Business Operations Plan Template 4 | Section C-1.1.6 | Annually | July 31 |
| Plan for Reir | Plan for Reintegrating Discharge-Ready Individuals | Section C-1.1.7 | Annually | July 15 |
| Record Transition Plan Guidance 3 | nsition Plan | Section C-1.1.8 | Once | Within 90 days of execution |
| Enhancement Plan | nt Plan | Section C-1.1.12 | Annually, beginning 2017 | September 1 |
| Care Coordination Plan | nation Plan | Section C-1.2.2 | Initial; and Annual Update | Initial: within 60 days of execution; Annual Update: July 15 |
| Fraud and A | Fraud and Abuse Prevention Protocol | Section C-1.3.4 | Once | Within 60 days of execution |
| Quality Assurance Plan | urance Pian | Section C-1.3.5.2 | Initial; and Annual Update | Initial: within 60 days of execution; Annual Update August 31 |
| Network Ser | Network Service Provider Management Plan | Section C-1.4.1 | Initial; and Annual Update | Initial: within 30 days of execution; Annual Update: July 31 |
| Information | Information Technology Plan | Section C-1.5.6 | Once | Within 60 days of execution Reviewed annually |
| Procurement Policy | nt Policy | Section C-2.2.5 | bonna nor- I | Within 90 days of execution |
| Network Service Pro Projected Estimates | Network Service Provider's EOG/OPB Return on Investment Projected Estimates | Section C2-3.2.1 | Annually | July 20 |
| Network Ser Reports | Network Service Provider's EOG/OPB Actual Return on Investment Reports | Section C2-3.2.2 | Quarterly | October 20, January 20, April 20, July 20 |

| Template 15 | Managing Entity Spending Plan for Carry Forward Report | Cost Allocation Plan Template 14 | SAMH Managing Entity Monthly Carry Forward Expenditure Report Template 13 | SAMH Managing Entity Monthly Expenditure Report Template 12 | SAMH Managing Entity Monthly Progress Report Template 11 | Managing Entity Monthly Fixed Payment Invoice Template 10 | Interest remittance and documentation of interest on advances | Managing Entity Fixed Payment Invoice (Advance Payment) Template 10 | Network Service Provider forms pursuant to ch. 65E-14.005, F.A.C. Templates available at http://www.myffamilies.com/general-information/forms | Managing Entity Operating and Capital Budget Template: Form CF-MH 1042, per ch. 65E-14, F.A.C. | C3-2 Required Financial Forms and Documents | National Voters Registration Act Quarterly Report | ALF-LMH Annual Plan Template 5 | Section Requirement | |
|---|---|---|---|---|---|---|---|---|--|--|---|---|-----------------------------------|---------------------|--------------------------------|
| Attachment 1 | Section F-5.2 | Section F-4 | port Section F-3.1.4 | Section F-3.1.3 | Sections F-3.1.2 and F-3.3 | Section F-3.1.1 | Section F-2.3 | Sections F-2.2 and F-3.1.1 | LC. Section C-2.4.3 | | | Guidance 25 | Guidance 8 | Required by | Table 2 - Required Submissions |
| Annually, and As needed | Annually | Initial, and Annual Update, and Revisions as needed | Monthly | ura Asena Asna | Monthly; and FY Final: Annually | * decreased and | Quarterly | Annually | As Needed | servegge out is will refer to | | Quarterly | Annual | Frequency | |
| The earlier of: 180 days after the end of the provider's fiscal year or | Within 30 days of confirmation of approved amount from the Department | Initial: Within 30 days of execution; Annual Update: August 31; Revisions: Within 20 days of notifying the Department | 20th of month following service delivery; FY Final: August 15 | | 20th of month following service delivery FY Final: August 15 | | As Needed | July 1 | 30 days after any amendment to Exhibit F1 | | | January 10; April 10; July 10; October 10 | December 1 | Due No Later Than: | |

CF Standard Integrated Contract 2016

| | Employment Screening Affidavit | Proof of Insurance | C3-4 Requir | Transitional Voucher Quarterly Report Template 18 | Women's Special Fu | Family Intensive Treatment (FIT) Report Template 17 | Conditional Release Data | Quarterly Report | Other than Sections C | Submission of Corre | Monthly Data Submi | Narrative Report for Template 3 | Substance Abuse an Template 2 | C3-3 Requir | BNet Statement of Program Cost | section # | and the second s |
|--------------------------------------|--|---|---------------------------------------|---|--|--|--------------------------|--|---|---|---|--|---|--|--------------------------------|--------------------|--|
| Security Agreement Form | ning Affidavit | | Required Contract Forms and Documents | r Quarterly Report | Women's Special Funding Data Reporting | atment (FIT) Report | Data | Andre delication in appropriate (state) (statements) de distribute dell'accompany | Data required by Federal or State Grant Awards Other than Sections C3-3.7 and C3-3.8, below | Submission of Corrected Records to SAMH Data System | Monthly Data Submission to SAMH Data System | Narrative Report for the SAMH Block Grant Template 3 | Substance Abuse and Mental Health Block Grant Report Template 2 | Required Data Submission and Performance Reporting | rogram Cost | Requirement | |
| Section 5.5.3 | Section 4.14.2 | Section 4.5 and Section A-4 | e e e e e e e e e e e e e e e e e e e | Guidance 29 | Guidance 26 | Guidance 18 | Guidance 7, CFOP 155-18 | Section C-2.4.6 | Section C-1.5.15 | Section C-1.5.14 | Section C-1.5.4 | Section B1-4.3 | Section B1-4.2 | ing | Guidance 12 | Required by | Table 2 - Required Submissions |
| Annually | Annually | Annually; and As needed | | Quarterly | Monthly | Monthly | Monthly | Quarterly as scheduled | As needed | As needed | Monthly | Annually | Semi-annually | | Annually | Frequency | 3 |
| I Iron execution: I Indated annually | July 1 or Anniversary of Previous Annual Affidavit, if later | Initial: upon execution; Annual: March 31; and As needed: Within 30 days of a modification of terms | | 18th of the month following each quarter | 18th of each month | 20th of each month | 15th of each month | October 20; January 20; April 20; August 15 | As established by Grantor timeframes | Within 60 days after initial record submission | 18th of each month | May 30 | February 15 August 15 | | September 1 | Due No Later Than: | |

| Annual Control of the | | Table 2 - Required Submissions | (n | |
|--|--|--|--|--|
| Section # | Requirement | Required by | Frequency | Due No Later Than: |
| Emergency Preparedness Plan | oaredness Pian | Section 9.2 | Initial, and Annual Update | Initial: Within 30 days of execution; Annual Update: every 12 months after acceptance of Initial |
| | Actional Tasks and Deadlines | The second secon | - AND IN COMMENSAGE VALUE & security (sec. support that described | THE PARTY STATE OF THE PARTY STA |
| C3-5 Fu | Functional Tasks and Deadlines | | | |
| Notification of N interrupt service | Notification of Network Service Provider performance that may interrupt service delivery or involve media coverage | Section C-1.3.3 | As needed | Within 48 hours |
| Incident Report | Incident Report Submission to IRAS- Management & Oversight | Sections 4.13 and C-1.3.6 | | Upon discovery of an incident |
| Designate CCP Providers | Providers | Section C-1.7.2.1 | Once; and As needed | Initial: Within 60 days of execution; As needed: Within 10 days of any change |
| Staffing Change | Staffing Changes - CEO, COO, CFO | Section C-2.1.2 | As needed | Within 5 business days of any change |
| Designate Staff response | Designate Staff Member responsible for providing immediate response | Section C-2.1.4.1 | Andrew Company of the | And the state of t |
| Designate Cons | Designate Consumer Affairs Representative Nomination | Section C-2.1.4.2 | Initial | |
| Designate Facil | Designate Facility Representative Nomination | Section C-2.1.4.3 | and | Annual Update: July 1 |
| Designate Netwo | Designate Network Service Provider Affairs Ombudsman | Section C-2.1.4.4 | Allifual Opuate | 4 |
| Designate Data Officer | Officer | Section C-2.1.4.5 | | |
| Establish & maintain interne contract-related documents | Establish & maintain internet-based electronic vault for access contract-related documents | Sections C-2.2.6 and C-2.4.2 | Once; and As needed | Initial Within 60 days of assignment As Needed: All new documents within 10 |

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 |
| with Se year. Co Service achieve | ction C-1.4 of no less than twenty percent of all Network Service Providers each fiscal completion of monitoring includes the release of a final monitoring report to the Network Provider. Progress towards attainment of this measure shall be demonstrated by the ment of the following quarterly milestones. Each fiscal year, the Managing Entity shall a minimum of: | Failure to meet the standard shall be considered nonperformance pursuant to Section E-5. |
| E-1.1 | 3% of its individual Network Service Providers, by September 30; | |
| E-1.2 | 7% of its Network Service Providers by December 31; | |
| E-1.3 | 15% of its Network Service Providers by March 31; and | |
| E-1.4 | 20% of its Network Service Providers by June 30. | |
| Service | Providers shall demonstrate compliance with the following measure annually. Progress | standard shall be |
| towards T <mark>empla</mark> E-1.5 | Providers shall demonstrate compliance with the following measure annually. Progress attainment of this measure shall be demonstrated by the monthly submission of te 11 – Managing Entity Monthly Progress Report. A minimum 85% of the applicable Network Service Provider Measures established in at the target levels for the Network Service Provider established in the subcontract. | considered nonperformance |
| towards Templa E-1.5 Table 4 Block G annual N effort alle measure year. Or Entity, tr expende E-1.6 | attainment of this measure shall be demonstrated by the monthly submission of te 11 – Managing Entity Monthly Progress Report. A minimum 85% of the applicable Network Service Provider Measures established in at the target levels for the Network Service Provider established in the subcontract. Firant Implementation: The Managing Entity shall ensure 100% of the cumulative Network Service Provider expenses comply with the Block Grants and maintenance of ocation standards established in Section B1-2.3. Progress towards attainment of this eshall be demonstrated by the achievement of quarterly milestones for each fiscal if the annual amount for each specified fund source appropriated to the Managing me following minimum percentages of each fund's amount shall be documented as add in compliance with the applicable allocation standard: A minimum of 50% expended by December 31; | considered |
| towards Templa E-1.5 Table 4 Block G annual N effort alle measure year. Or Entity, the | attainment of this measure shall be demonstrated by the monthly submission of te 11 – Managing Entity Monthly Progress Report. A minimum 85% of the applicable Network Service Provider Measures established in at the target levels for the Network Service Provider established in the subcontract. Frant Implementation: The Managing Entity shall ensure 100% of the cumulative Network Service Provider expenses comply with the Block Grants and maintenance of ocation standards established in Section B1-2.3. Progress towards attainment of this eshall be demonstrated by the achievement of quarterly milestones for each fiscal the annual amount for each specified fund source appropriated to the Managing are following minimum percentages of each fund's amount shall be documented as add in compliance with the applicable allocation standard: | considered nonperformance pursuant to Section E-5. Failure to meet the standard shall be considered nonperformance pursuant to Section E-5 and shall require payback of deficiency by |
| towards Templa E-1.5 Table 4 Block Gannual Neffort allomeasure year. Or Entity, tr expende E-1.6 E-1.7 | attainment of this measure shall be demonstrated by the monthly submission of te 11 – Managing Entity Monthly Progress Report. A minimum 85% of the applicable Network Service Provider Measures established in at the target levels for the Network Service Provider established in the subcontract. Firant Implementation: The Managing Entity shall ensure 100% of the cumulative Network Service Provider expenses comply with the Block Grants and maintenance of ocation standards established in Section B1-2.3. Progress towards attainment of this eshall be demonstrated by the achievement of quarterly milestones for each fiscal if the annual amount for each specified fund source appropriated to the Managing me following minimum percentages of each fund's amount shall be documented as add in compliance with the applicable allocation standard: A minimum of 50% expended by December 31; | considered nonperformance pursuant to Section E-5. Failure to meet the standard shall be considered nonperformance pursuant to Section E-5 and shall require payback of deficiency by the Managing Entity. Failure to meet the standard shall be |
| towards Templa E-1.5 Table 4 Block Gannual Neffort allemeasure year. Of Entity, trexpende E-1.6 E-1.7 mpleme collowing E-1.8 | attainment of this measure shall be demonstrated by the monthly submission of te 11 – Managing Entity Monthly Progress Report. A minimum 85% of the applicable Network Service Provider Measures established in at the target levels for the Network Service Provider established in the subcontract. Frant Implementation: The Managing Entity shall ensure 100% of the cumulative Network Service Provider expenses comply with the Block Grants and maintenance of ocation standards established in Section B1-2.3. Progress towards attainment of this eshall be demonstrated by the achievement of quarterly milestones for each fiscal of the annual amount for each specified fund source appropriated to the Managing the following minimum percentages of each fund's amount shall be documented as and in compliance with the applicable allocation standard: A minimum of 50% expended by December 31; A minimum of 100% by June 30. | considered nonperformance pursuant to Section E-5. Failure to meet the standard shall be considered nonperformance pursuant to Section E-5 and shall require payback of deficiency by the Managing Entity. Failure to meet the |

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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 Co | mmunity 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 Su | bstance Abuse | |
| SA058 | 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% |
| 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% |
| мн779 | 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.

| | ersons Served For Fiscal Year | | | |
|--|-------------------------------|-----------|--|--|
| Program | Service Category | FY Target | | |
| top make the state of the state | Residential Care | 550 | | |
| | Outpatient Care | 10,000 | | |
| Adult Mental Health | Crisis Care | 6,000 | | |
| | State Hospital Discharges | 233 | | |
| | Peer Support Services | 75 | | |
| Children's Mental Health | Residential Care | 8 | | |
| | Outpatient Care | 1,630 | | |
| Children's Mental Health | Crisis Care | 400 | | |
| | SIPP Discharge | 5 | | |
| | Residential Care | 850 | | |
| | Outpatient Care | 8,264 | | |
| Adult Substance Abuse | Detoxification | 1,300 | | |
| | Women's Specific Services | 756 | | |
| | Injecting Drug Users | 800 | | |
| | Residential Care | 61 | | |
| hildren's Substance Abuse | Outpatient Care | 2,101 | | |
| midran's addistance Abdse | Detoxification | 3 | | |
| | Prevention | 500,000 | | |

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 3.4**, 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

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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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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 | anaging Entity perational Cost | Dire | ct Services Cost | Total | Value of Contract |
| 2012- 2013 | \$ 1,642,303.68 | \$ | 28,436,518.39 | \$ | 30,078,822.07 |
| 2013- 2014 | \$ 2,285,924.00 | \$ | 43,857,573.00 | \$ | 46,143,497.00 |
| 2014- 2015 | \$ 2,304,258.26 | \$ | 44,246,413.74 | \$ | 46,550,672.00 |
| 2015- 2016 | \$ 2,298,027,15 | \$ | 48,769,242.85 | \$ | 51,067,270.00 |
| 2016- 2017 | \$ 2,416,141.89 | \$ | 51,275,900.11 | \$ | 53,692,042.00 |
| 2017- 2018 | \$ 2,295,370,.04 | \$ | 48,712,852.96 | \$ | 51,008,223.00 |
| 2018- ¦ 2019 ¦ | \$ 2,295,370,.04 | \$ | 48,712,852.96 | \$ | 51,008,223.00 |
| Total ; | \$ 15,537,395.06 | \$ | 314,011,354.01 | \$ | 329,548,749.07 |

F-2 Payment

- **F-2.1** The Department will pay the Managing Entity an operational cost for the management of the Network in accordance with the terms and conditions of this Contract. The direct service cost is defined as the annual value of the Contract less the operational cost of the Managing Entity.
- **F-2.2** In accordance with s. 394.9082, F.S., the Department will pay the Managing Entity a two-month advance at the beginning of each fiscal year. Thereafter, the Managing Entity shall request monthly fixed payments equal to the fiscal year contract balance divided by the number of months remaining in the fiscal year. The advance and payment amounts for each fiscal year are specified in **Exhibit F2**. The payment request may be subject to financial consequences, pursuant to **Section E-5.2**.
- F-2.3 The Managing Entity shall temporarily invest surplus advance funds in an insured interest bearing account, in accordance with s. 216.181(16)(b), F.S. The Managing Entity shall remit to the Department, on a quarterly basis, any interest earned on advance funds via check. The Managing Entity must submit documentation from the financial entity where said funds are invested, evidencing the Annual Percentage Rate and actual interest income for each month.
- F-2.4 The Managing Entity shall expend any advance in accordance with the General Appropriations Act.

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

F-3 Invoice Requirements

- F-3,1 In accordance with Exhibit F2, the Managing Entity shall:
 - F-3.1.1 Request payment monthly through the submission of a properly completed Template 10 Managing Entity Monthly Fixed Payment Invoice;
 - F-3.1.2 Submit a properly completed **Template 11 Managing Entity Monthly Progress Report**, for the month that payment is requested;
 - F-3.1.3 Submit a properly completed **Template 12 Managing Entity Monthly Expenditure Report**, detailing actual costs incurred by the Managing Entity for the month that payment is requested. The SAMH Managing Entity Monthly Expenditure Report shall be certified by an authorized representative; and
 - F-3.1.4 Submit a properly completed Template 13 Managing Entity Monthly Carry Forward Expenditure Report, detailing the expenditure of approved carry forward funds, until said funds are fully expended.
- F-3.2 Failure to submit the properly completed required documentation shall cause payment to be delayed until such documentation is received. Submission and approval of the elements in **Sections F-3.1.1** and **F-3.1.2** for the invoice period and submission and approval of the elements in **Sections F-3.1.3** and **F-3.1.4** for the prior invoice period shall be considered the deliverables necessary for payment.
- **F-3.3** Within five business days of receipt of a properly completed invoice and **Template 11 Managing Entity Monthly Progress Report**, the Contract Manager will either approve the invoice for payment or notify the Managing Entity in writing of any deficiencies that must be corrected by the Managing Entity before resubmission of the invoice.
- **F-3.4** The Department and the state's Chief Financial Officer reserve the right to request supporting documentation at any time, prior to the authorization of payment.

F-4 Cost Allocation Plan

- **F-4.1** The Managing Entity shall submit an initial **Template 14 Cost Allocation Plan** within 30 days of execution and a revised Cost Allocation Plan to the Contract Manager annually by August 31, unless otherwise extended in writing by the Department.
- **F-4.2** The Department will review the Cost Allocation Plan and provide any comments within 15 days of submission. Revisions required by the Department shall be submitted by the date of the payment request for September. Failure to have an approved Cost Allocation Plan by September 20, unless extended in writing by the Department, will result in no further payment being made to the Managing Entity until the Department approves the Cost Allocation Plan.
- F-4.3 The Managing Entity shall submit a revised Cost Allocation Plan whenever the Managing Entity:
 - **F-4.3.1** Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source; for example, when a new OCA is added, when a new outside funding source contributes to the Managing Entity's operational revenue or when an existing funding source is discontinued;
 - F-4.3.2 Makes internal organizational changes that affect the cost allocation methodology; or
 - **F-4.3.3** Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.
- **F-4.4** The Managing Entity may request to amend or revise their Cost Allocation Plan at any time during the state fiscal year, in writing to the Contract Manager. The Managing Entity shall submit the amended or

revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Managing Entity must submit a revised Cost Allocation Plan addressing any revisions required by the Department, within 15 days of the date of the Department's written response.

F-5 Carry Forward Funding

- **F-5.1** In accordance with s. 394.9082, F.S., the Managing Entity may carry forward documented unexpended state funds from one fiscal year to the next fiscal year, unless the following fiscal year falls outside the contract period, subject to the following conditions.
 - **F-5.1.1** Any funds carried forward shall be expended in accordance with the General Appropriations Act in effect when the funds were allocated to the Managing Entity
 - **F-5.1.2** The cumulative amount carried forward may not exceed eight percent of the contract total. Any unexpended state funds in excess of eight percent must be returned to the Department.
 - **F-5.1.3** The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract.
 - **F-5.1.4** Any unexpended funds that remain at the end of the contract period shall be returned to the Department.
- **F-5.2** Within 30 days after receiving confirmation of the approved carried forward amount from the Department, The Managing Entity shall submit a properly completed **Template 15 Managing Entity Spending Plan for Carry Forward Report**.

F-6 Allowable Costs

- **F-6.1** All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the cost principles pursuant to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart E, 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards Subpart E, The Reference Guide for State Expenditures, and Ch. 65E-14, F.A.C.
- F-6.2 None of the funds provided under the following grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule: Block Grants for Community Mental Health Services, Substance Abuse Prevention and Treatment Block Grant, Projects for Assistance in Transition from Homelessness, Project Launch, Florida Youth Transition to Adulthood; and Florida Children's Mental Health System of Care Expansion Implementation Project
- **F-6.3** Any compensation paid for an expenditure subsequently disallowed as a result of the Managing Entity's or any Network Service Providers' non-compliance with state or federal funding regulations shall be repaid to the Department upon discovery.
- **F-6.4** Invoices must be dated, signed by an authorized representative of the Managing Entity and submitted in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted into the SAMH Data System, in accordance with PAM 155-2.
- **F-6.5** The Managing Entity is expressly prohibited from expending funds specified as "Direct Services Costs" in **Table 6**, for anything other than a subcontract with a Network Service Provider.

F-7 Financial Reconciliation

F-7.1 The Managing Entity shall submit reports that reflect the Managing Entity's actual operational cost and the actual service cost of the Network in accordance with **Exhibit F2**. The Managing Entity shall submit a final Managing Entity Monthly Expenditure Report annually no later than August 15. Payment for the final

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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-7.3** Quarterly, after September, 30, December 31, March 31, and June 30 each state fiscal year during desk reviews; and
 - F-7.4 Annually, after June 30 each state fiscal year during year end reconciliation.
- F-7.5 Any funds disbursed to the Managing Entity that are not expended or were determined to have been expended for unallowable costs shall be considered overpayment to the Managing Entity. The Department shall recoup such overpayments pursuant to **Section 3.5**. In the event an overpayment is identified after the end of a fiscal year and no further invoice is due, the Managing Entity shall remit the overpayment to the Department via check.

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Exhibit F1 - ME Schedule of Funds Broward Behavioral Health - Contract# JH343 FY 2016-17 Use Designation - As of 12/02/2016

| Other Cost Accumulators Title | Other Cost Accumulators | Federal | State | Total |
|--|----------------------------|------------|---|--|
| ME Operational Costs | 141000 | 440.440 | 0.000.605 | 2,210,744 |
| Managing Entity Administrative Costs | MHS00 | 148,119 | 2,062,625 | |
| ME Acute Care Utilization Database | MHOCS | - | 48,700 | 48,700 |
| ME Mental Health System of Care | MHOSK | | 440.700 | 142 720 |
| ME Housing Coordination | MHSHG | | 143,728 | 143,728 |
| ME Care Coordination | MHSCD | 68,691 | 185,374 | 254,065 |
| Montal Health | | (m.b/-dust | | |
| ME Mental Health Services & Support | MH000 | 2,600,912 | 21,079,793 | 23,680,705 |
| Miami-Dade Homeless Trust | MH010 | - | - | - |
| Stewart-Marchman Behavioral Healthcare | MH011 | - | - | - |
| ME Early Intervention Svs - Pyschotic Disorders | MH026 | 776,180 | - | 776,180 |
| 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 | - 1 | | |
| | MH060 | | | |
| Veterans Alternative Retreat Program | | - | - | |
| Northside Mental Health Center | MH061 | - | - | |
| Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth | MH071 | - | 150,762 | 150,762 |
| Community Forensic Beds | MH072 | - | 653,466 | 653,466 |
| Florida Assertive Community Treatment (FACT) | MH073 | 356,389 | 700,545 | 1,056,934 |
| Indigent Psychiatric Medication Program | MH076 | - | 74,817 | 74,817 |
| Clay Behavioral Health Center - Crisis Prevention | MH089 | - 1 | - | - |
| Camillus House Mental Health/Substance Abuse Treatment - Homeless | MH093 | - | - | |
| Citrus Health Network | MH094 | - | - | - |
| Jerome Golden Center | MH096 | - | - | |
| Gracepoint Center | MH819 | | | - |
| ME-Orlando Emergency Crisis Counseling Services | MHOER | | | - |
| | | | | |
| ME-Disability Rights Florida Mental Health | MHDRF | - | 4.47.000 | 4.47.000 |
| ME-Transition Vouchers Mental Health | MHTRV | - | 147,933 | 147,933 |
| Lifestream Center | MHS50 | - | - | |
| ME Centralized Receiving Facilities | MHSCR | - | 2,086,415 | 2,086,415 |
| Meridian Behavioral Healthcare | MHSMB | | - | - |
| Renaissance Center | MHRM5 | - | - | - |
| Circles of Care - Cedar Village | MHS51 | - | - 1 | - |
| Circles of Care - Crisis Stabilization | MHS52 | - | - | - |
| Circles of Care - Geropsychiatric Care Center Services | MHS55 | - | _ | - |
| Grants PATH | MH0PG | 327,000 | - | 327,000 |
| Florida Youth Transition of Adulthood | MHOTA | - | - | - |
| Temporary Assistance for Needy Families (TANF) | MHOTB | 769,532 | - 1 | 769,532 |
| Title XXI Children's Health Insurance Program (Behavioral Health Network) | MHOBN | 435,411 | 64,641 | 500,052 |
| | | | | 500,002 |
| Grant Miami-Dade County Wraparound FACES | MH0FA | - | - | 050.000 |
| Community Forensic Multidisciplinary Teams for Hospital Diversion | MHOFH | | 652,000 | 652,000 |
| Grants Project Launch | MH0PL | | - | - |
| Subjotal Montal Health | | 6 285,424 | 75,646,373 | ამ _ე ნ? წ _ე ? მნ |
| Substance Ahuse | | | | |
| ME Substance Abuse Services and Support | MS000 | 7,600,719 | 7,222,017 | 14,822,736 |
| HIV Services | MS023 | 581,280 | - | 581,280 |
| Prevention Services | MS025 | 2,325,122 | - | 2,325,122 |
| Projects Expansion of Substance Abuse Services for Pregnant Women and their affected | | | 4.040.400 | |
| families | MS081 | - | 1,043,188 | 1,043,188 |
| Family Intensive Treatment (FIT) | MS091 | - | 600,000 | 600,000 |
| Temporary Assistance for Needy Families (TANF) | MSOTB | 543,371 | - | 543,371 |
| ME Special Services for Jerome Golden Center | MS0JG | - | | - |
| Drug Abuse Comprehensive Coordinating Treatment (DACCO) | MS095 | - | - | - |
| First Step of Sarasota | MS902 | - | _ | - |
| Here's Help | MS903 | - | - | - |
| Prevention Partnership Grant (PPG) | MSOPP | 147,256 | - | 147,256 |
| ME-Transition Vouchers Substance Abuse | MSTRV | | 96,056 | 96,056 |
| Subtotal Substance Abuse | 14101114 | 11,197.748 | 8 961 981 | 20,159,009 |
| المتعاقب الم | | | the shifteness are related by a said of | - A-m-market |
| Total All Fund Sources | The second second | 16,679,982 | 37,012,060 | 53,692,042 |

EXHIBIT F2 - SCHEDULE OF PAYMENTS

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

| | Table 7 - Sc | hedule of Payments f | or Fiscal Year 20 | 16-17 | | |
|----------------------|--|-------------------------|-------------------------------|--|--|--|
| Month of Services | FY Contract Balance Prior to Payment | Fixed Payment Amount | Invoice Packet Due Date | Progress and Expenditure Report Period | Funding Amendments After This Payment | Notes |
| Annual Advance | \$ 51,008,223.00 | \$ 8,501,370.50 | 7/1/16 | N/A | | AND REPRESENTATION OF THE PROPERTY OF THE PROP |
| July 2016 | \$ 42, 506,852.50 | \$ 3,542,237.71 | 8/20/16 | July | 10-341 Rep-1114-145-14-14-14-14-14-14-14-14-14-14-14-14-14- | |
| August 2016 | \$ 38,964,614.79 | \$ 3,542,237.71 | 9/20/16 | August | | |
| September 2016 | \$ 35,422,377.08 | \$ 3,542,237.71 | 10/20/16 | September | \$199,611.00 | Amendment 0020 |
| October 2016 | \$ 32,079,750.37 | \$ 3,564,416.71 | 11/20/16 | October | | as an an and appearance in cials so-institution |
| November 2016 | \$ 28,515,333.66 | \$ 3,564,416.71 | 12/20/16 | November | | MANAGEMENT AND |
| December 2016 | \$ 24,950,916.95 | \$ 3,919,303.56 | 1/20/17 | December | \$2,484,208.00 | Amendment 0021 |
| January 2017 | \$ 23,515,821.39 | \$ 3,919,303.56 | 2/20/17 | January | | walked program is depth likeledged at wrings. Ju. Adds. professor-most |
| February 2017 | \$ 19,596,517.83 | \$ 3,919,303.56 | 3/20/17 | February | | |
| March 2017 | \$ 15,677,214.27 | \$ 3,919,303.56 | 4/20/17 | March | *** | |
| April 2017 | \$ 11,757,910.71 | \$ 3,919,303.56 | 5/20/17 | April | | |
| May 2017 | \$ 7,838,607.15 | \$ 3,919,303.56 | 6/20/17 | May | a | AND THE RESIDENCE OF THE PARTY |
| June 2017 | \$ 3,919,303.59 | \$ 3,919,303.59 | 8/15/17 | June | NO THE RESIDENCE OF THE PROPERTY OF THE PROPER | Fields of Machine are served of served and an extensive of the served of |
| Total FY | Payments | \$53,692,042.00 | | | | |

12/05/2016

F2-2 Table 8 details the schedule of payments for the next Fiscal Year of this Contract.

| Table 8 - Schedule of Payments for Fiscal Year 2017-18 | | | | | |
|--|--|-------------------------|--|-------------------------------|--|
| 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 | \$ 51,008,223.00 | \$ 8,501,370.50 | \$ 42,506,852.50 | 7/1/17 | N/A |
| July 2017 | \$ 42, 506,852.50 | \$ 3,542,237.71 | \$ 38,964,614.79 | 8/20/17 | July |
| August 2017 | \$ 38,964,614.79 | \$ 3,542,237.71 | \$ 35,422,377.08 | 9/20/17 | August |
| September 2017 | \$ 35,422,377.08 | \$ 3,542,237.71 | \$ 31,880,137.37 | 10/20/17 | September |
| October 2017 | \$ 31,880,137.37 | \$ 3,542,237.71 | \$ 28,337,901.66 | 11/20/17 | October |
| November 2017 | \$ 28,337,901.66 | \$ 3,542,237.71 | \$ 24,795,663.95 | 12/20/17 | November |
| December 2017 | \$ 24,795,663.95 | \$ 3,542,237.71 | \$ 21,253,426.24 | 1/20/18 | December |
| January 2018 | \$ 21,253,426.24 | \$ 3,542,237.71 | \$ 17,711,188.53 | 2/20/18 | January |
| February 2018 | \$ 17,711,188.53 | \$ 3,542,237.71 | \$ 14,168,950.82 | 3/20/18 | February |
| March 2018 | \$ 14,168,950.82 | \$ 3,542,237.71 | \$ 10,626,713.11 | 4/20/18 | March |
| April 2018 | \$ 10,626,713.11 | \$ 3,542,237.71 | \$ 7,084,475.40 | 5/20/18 | April |
| May 2018 | \$ 7,084,475.40 | \$ 3,542,237.71 | \$ 3,542,237.69 | 6/20/18 | May |
| June 2018 | \$ 3,542,237.69 | \$ 3,542,237.69 | \$ 0.00 | 8/15/18 | June |
| Total FY Payments | | \$ 51,008,223.00 | | | |

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**.