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 #0034 incorporated the Schedule of Funds as of 10/11/2017 and restated the CF Standard Integrated Contract 2016, EXHIBITS A – F2, dated 10/12/2017.

The purpose of Amendment #0035 is to incorporate the Schedule of Funds as of 10/25/2017. The Schedule of Funds added \$600,000 non-recurring funds for FIT; \$493,688 non-recurring funds for Care Coordination, and \$1,000,000 recurring funds for CAT. This SOF adds \$2,093,688 to FY 17-18 and \$1,000,000 to FY 18-19.

1. Page 1, CF Standard Integrated Contract 2016, Section 1.1., 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 \$370,643,608.00.

- 2. Pages 72-75, CF Standard Integrated Contract 2016, REVISED EXHIBIT F, METHOD OF PAYMENT, dated 10/12/2017, are hereby deleted in their entirety and Pages 72-75, CF Standard Integrated Contract 2016, REVISED EXHIBIT F, METHOD OF PAYMENT, dated 11/1/2017, are inserted in lieu thereof and attached thereof hereto.
- 3. Page 76, CF Standard Integrated Contract 2016, EXHIBIT F1, ME SCHEDULE OF FUNDS, dated 10/12/2017, is hereby deleted and Page 76, CF Standard Integrated Contract 2016, EXHIBIT F1, ME SCHEDULE OF FUNDS, dated 11/1/2017, is inserted in lieu thereof and attached thereof hereto.
- 4. Pages 77-78, CF Standard Integrated Contract 2016, REVISED EXHIBIT F2 SCHEDULE OF PAYMENTS, Section F2-1, Table 7 and Section F2-2, Table 8 dated 10/12/2017, are hereby deleted and Page 77-78, Standard Integrated Contract 2016, REVISED EXHIBIT F2 SCHEDULE OF PAYMENTS, Section F2-1, Table 7 and Section F2-2, Table 8, dated 11/1/2017, are inserted in lieu thereof and attached hereto.

This amendment shall begin on **November 1, 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 to 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 nine (9) page amendment to be executed by their officials' thereunto duly authorized.

PROVIDER: SOUTHEAST FLORIDA BEHAVIORAL HEALTH

NETWORK, INC.

NAME: Ann Berner

TITLE: Chief Executive Officer

DATE: 11-12-2017

Federal ID Number: <u>27-1871869</u>

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: ____

NAME: Vern Melvin

TITLE: Regional Managing Director

DATE: //-/7-/7

REVISED EXHIBIT F - METHOD OF PAYMENT

F-1 Funding

F-1.1 This advance fixed price, fixed payment Contract is comprised of federal and state funds, subject to reconciliation. **Exhibit F1** identifies the type and amount of funding provided. At the beginning of each fiscal year, the **Exhibit F1** will be amended into this Contract, and the total Contract amount in **Table 6** will be adjusted accordingly.

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

Table 6 – Contract Funding								
State Fiscal Year	Managing Entity Operational Cost	Direct Services Cost	Supplemental DBH Funds	Total Value of Contrac				
2012-2013	\$9,034,641.00	\$29,574,934.00		\$38,609,575.00				
2013-2014	\$9,706,825.00	\$41,381,729.00		\$51,088,554.00				
2014-2015	\$7,550,111.00	\$43,464,154.00		\$51,014,265.00				
2015-2016	\$2,558,940.00	\$52,899,199.00		\$55,458,139.00				
2016-2017	\$2,937,445.00	\$53,853,589.00		\$56,791,034.00				
2017-2018	\$2,790,873.00	\$58,220,202.00	\$316,128.00	\$61,327,203.00				
2018-2019	\$2,516,609.00	\$53,838,229.00		\$56,354,838.00				
Total	\$37,095,444.00	\$333,232,036.00		\$370,643,608.00				

F-2 Payment

- **F-2.1** The Department will pay the Managing Entity an operational cost for the management of the Network in accordance with the terms and conditions of this Contract. The direct service cost is defined as the annual value of the Contract less the total value of both the Managing Entity operational cost and the Supplemental DBH Funds.
- **F-2.2** In accordance with s. 394.9082, F.S., the Department will pay the Managing Entity a two-month advance at the beginning of each fiscal year. Thereafter, the Managing Entity shall request monthly fixed payments equal to the fiscal year contract balance divided by the number of months remaining in the fiscal year. The advance and payment amounts for each fiscal year are specified in **Exhibit F2**. The payment request may be subject to financial consequences, pursuant to **Section E-5.2**.
- **F-2.3** The Managing Entity shall temporarily invest surplus advance funds in an insured interest bearing account, in accordance with s. 216.181(16)(b), F.S. The Managing Entity shall remit to the Department, on a quarterly basis, any interest earned on advance funds via check. The Managing Entity must submit documentation from the financial entity where said funds are invested, evidencing the Annual Percentage Rate and actual interest income for each month.
- F-2.4 The Managing Entity shall expend any advance in accordance with the General Appropriations Act.
- F-2.5 The Managing Entity shall request payment in accordance with Section F-3.

F-3 Invoice Requirements

- F-3.1 In accordance with Exhibit F2, the Managing Entity shall:
 - F-3.1.1 Request payment monthly through the submission of a properly completed **Template 10 Managing Entity Monthly Fixed Payment Invoice**;
 - F-3.1.2 Submit a properly completed **Template 11 Managing Entity Monthly Progress Report**, for the month that payment is requested;

F-3.1.3 Submit a properly completed **Template 12 – Managing Entity Monthly Expenditure Report**, detailing actual costs incurred by the Managing Entity for the month that payment is requested. The SAMH Managing Entity Monthly Expenditure Report shall be certified by an authorized representative; and

- F-3.1.4 Submit a properly completed **Template 13 Managing Entity Monthly Carry Forward Expenditure Report**, detailing the expenditure of approved carry forward funds, until said funds are fully expended.
- **F-3.2** Failure to submit the properly completed required documentation shall cause payment to be delayed until such documentation is received. Submission and approval of the elements in **Sections F-3.1** for the invoice period shall be considered the deliverables necessary for payment.
- F-3.3 Within five business days of receipt of a properly completed invoice and **Template 11 Managing Entity Monthly Progress Report**, the Contract Manager will either approve the invoice for payment or notify the Managing Entity in writing of any deficiencies that must be corrected by the Managing Entity before resubmission of the invoice.
- **F-3.4** The Department and the state's Chief Financial Officer reserve the right to request supporting documentation at any time, prior to the authorization of payment.

F-4 Cost Allocation Plan

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

F-5 Carry Forward Funding

F-5.1 In accordance with s. 394.9082, F.S., the Managing Entity may carry forward documented unexpended state funds from one fiscal year to the next fiscal year, unless the following fiscal year falls outside the contract period, subject to the following conditions.

F-5.1.1 Any funds carried forward shall be expended in accordance with the General Appropriations Act in effect when the funds were allocated to the Managing Entity

- **F-5.1.2** The cumulative amount carried forward may not exceed eight percent of the contract total. Any unexpended state funds in excess of eight percent must be returned to the Department.
- **F-5.1.3** The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract.
- **F-5.1.4** Any unexpended funds that remain at the end of the contract period shall be returned to the Department.
- F-5.2 Within 30 days after receiving confirmation of the approved carried forward amount from the Department, The Managing Entity shall submit a properly completed **Template 15 Managing Entity Spending Plan for Carry Forward Report**.

F-6 Allowable Costs

- **F-6.1** All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the cost principles pursuant to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart E, 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards Subpart E, The Reference Guide for State Expenditures, and Ch. 65E-14, F.A.C.
- **F-6.2** 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 month of the fiscal year and carry forward shall not be approved until final reconciliation has been completed by the Department.
- **F-7.2** The Department will reconcile actual expenditures reported to the funds disbursed to the Managing Entity based on the properly completed Managing Entity Monthly Expenditure Reports and the Managing Entity Monthly Carry Forward Expenditure Reports, according to the following schedule:
 - **F-7.2.1** Quarterly, after September, 30, December 31, March 31, and June 30 each state fiscal year during desk reviews; and
 - F-7.2.2 Annually, after June 30 each state fiscal year during year end reconciliation.

F-7.3 Any funds disbursed to the Managing Entity that are not expended or were determined to have been expended for unallowable costs shall be considered overpayment to the Managing Entity. The Department shall recoup such overpayments pursuant to **Section 3.5**. In the event an overpayment is identified after the end of a fiscal year and no further invoice is due, the Managing Entity shall remit the overpayment to the Department via check.

F-8 Supplemental Disaster Behavioral Health Provisions

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

F-8.1 Supplemental Payments

- **F-8.1.1** The terms of **Section F-2** notwithstanding, the Department will pay the Managing Entity each month for the amount of actual expenditures incurred by the Managing Entity or its Network Service Providers in the course of providing FEMA Crisis Counseling Program (CCP) services or other authorized DBH services.
- **F-8.1.2** Funds designated In **Exhibit F1** for CCP or other DBH services shall be excluded from the fixed payment calculations specified in **Section F2-2**.

F-8.2 Supplemental Allowable Costs

- **F-8.2.1** The terms of **Section F-6** notwithstanding, allowable costs for DBH response services is expressly limited to the extent such expenditures are allowable under the terms and conditions of any funds awarded to the Department for the purpose of responding to a specific disaster event.
- **F-8.2.2** In response to each event, the Notice of Award, the Department's DBH application, plan of service, and budget narratives identifying allowable costs shall be incorporated by reference into **Exhibit C2**.

F-8.3 Supplemental Invoices

- F-8.3.1 The terms of Section F-3 notwithstanding, the Managing Entity shall request payment for DBH response services through submission of Template 24 Disaster Behavioral Health Managing Entity Supplemental Invoice and Expenditure Report.
- **F-8.3.2** The Managing Entity shall submit supplemental invoices on or before the 20th of each month for services provided during the preceding month, unless the Department approves a request for an alternative invoicing schedule in writing.

F-8.4 Supplemental Financial Reconciliations

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

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ME Hurricane Irma Immediate Services Program MHHIP 316,128 - 316,128 3	Subtotal Substance Abuse			10,815,889	23,163,060	3,636,392 4,656,237
ME Hurricane Irma Immediate Services Program MHHIP 316,128 - 316,128 3	tupplemental Diss ster Behavioral Health (PBH) Rescense Funds					
OR 4337 Hurricane Irma Regular Senices Program	ME Hurricane Irma Immediate Services Program DR 4337 Hurricane Irma Regular Services Program	MHHIP	316,128	2	316,128	316,128
			316,128		316,128	316,128
Total FY Contrast Amount 19,908,081 41,419,122 61,327,203 4,9	Total FY Contract Amount		19.908.084	41,419 122	61.327.203	4,972,365

CF Standard Integrated Contract 2016 76 (Revised 11/1/2017) Southeast Florida Behavioral Health Network, Inc.

REVISED EXHIBIT F2 - SCHEDULE OF PAYMENTS

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

Table 7 - Schedule of Payments for Fiscal Year 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	Funding Amendments After This Payment	Notes		
Annual Advance	\$ 56,791,034.00	\$ 9,465,172.33	\$ 47,325,861.67	7/1/2017	N/A				
Jul-17	\$ 47,325,861.67	\$ 3,943,821.80	\$ 43,382,039.87	8/20/2017	July	\$ 714,572.00	Amend 32		
Aug-17	\$ 44,096,611.87	\$ 4,008,782.89	\$ 40,087,828.98	9/20/2017	August	\$ 1,156,781.00	Amend 33		
Sep-17	\$ 41,244,609.98	\$ 4,124,460.99	\$ 37,120,148.99	10/20/2017	September	\$ 255,000.00	Amend 34		
Oct-17	\$ 37,375,148.99	\$ 4,152,794.33	\$ 33,222,354.66	11/20/2017	October	\$ 2,093,688.00	Amend 35		
Nov-17	\$ 35,316,042.66	\$ 4,414,505.33	\$ 30,901,537.33	12/20/2017	November				
Dec-17	\$ 30,901,537.33	\$ 4,414,505.33	\$ 26,487,032.00	1/20/2018	December				
Jan-18	\$ 26,487,032.00	\$ 4,414,505.33	\$ 22,072,526.67	2/20/2018	January				
Feb-18	\$ 22,072,526.67	\$ 4,414,505.33	\$ 17,658,021.34	3/20/2018	February				
Mar-18	\$ 17,658,021.34	\$ 4,414,505.33	\$ 13,243,516.01	4/20/2018	March				
Apr-18	\$ 13,243,516.01	\$ 4,414,505.33	\$ 8,829,010.68	5/20/2018	April				
May-18	\$ 8,829,010.68	\$ 4,414,505.34	\$ 4,414,505.34	6/20/2018	May				
Jun-18	\$ 4,414,505.34	\$ 4,414,505.34	\$ -	7/20/2018	June				
Total FY Payments		\$ 61,011,075.00							
Supplemental Disaster		\$ 316,128.00							
Total Contract Funding		\$ 61,327,203.00							

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

Month of Services	FY Contract Balance Prior to Payment	Balance Prior to Amount		FY Contract Balance after this Payment		Invoice Packet Due Date	Progress and Expenditure Report Period	Funding Amendments After This Payment	Notes
Annual Advance	\$ 56,354,838.00	\$	9,392,473.00	\$	46,962,365.00	7/20/2018	N/A		
Jul-18	\$ 46,962,365.00	\$	3,913,530.41	\$	43,048,834.59	8/20/2018	July		
Aug-18	\$ 43,048,834.59	\$	3,913,530.41	\$	39,135,304.18	9/20/2018	August		
Sep-18	\$ 39,135,304.18	\$	3,913,530.41	\$	35,221,773.77	10/20/2018	September		
Oct-18	\$ 35,221,773.77	\$	3,913,530.41	\$	31,308,243.36	11/20/2018	October		
Nov-18	\$ 31,308,243.36	\$	3,913,530.42	\$	27,394,712.94	12/20/2018	November		
Dec-18	\$ 27,394,712.94	\$	3,913,530.42	\$	23,481,182.52	1/20/2019	December		
Jan-19	\$ 23,481,182.52	\$	3,913,530.42	\$	19,567,652.10	2/20/2019	January		
Feb-19	\$ 19,567,652.10	\$	3,913,530.42	\$	15,654,121.68	3/20/2019	February		
Mar-19	\$ 15,654,121.68	\$	3,913,530.42	\$	11,740,591.26	4/20/2019	March		
Apr-19	\$ 11,740,591.26	\$	3,913,530.42	\$	7,827,060.84	5/20/2019	April		
May-19	\$ 7,827,060.84	\$	3,913,530.42	\$	3,913,530.42	6/20/2019	May		
Jun-19	\$ 3,913,530.42	\$	3,913,530.42	\$	-	7/20/2019	June		
Total	FY Payments	\$	56,354,838.00						