

**THIS AMENDMENT**, entered into between the State of Florida, **Department of Children and Families**, hereinafter referred to as the “**Department**,” and **South Florida Behavioral Health Network, Inc.**, hereinafter referred to as the “**Provider**,” amends **Contract # KH225**.

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

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

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

The purpose of Amendment #0046 is to amend in the Schedule of Funds dated 10/31/2018, which adds a total of \$1,993,971.00 in non-recurring funding to fiscal year 2018-19 for the State Opioid Response Grant (SOR) and the SAMHSA Emergency Response Grant (SERG). The breakdown is as follows:

- ME SOR Disc. Grant Admin (operational cost): MSSOA: \$83,762.00
- ME SOR Disc. Grant SVCS – Prevention (services): MSSOP: \$ 119,660.00
- ME SOR Disc Grant SVCS – MAT (services): MSSOR: \$1,415,549.00
- ME MH Florida Hurricane SERG (services): MHFLH: \$375,000.00. The Department received a Notice of Award on 09/25/2018 for additional grant funding for Hurricane Irma. The Project Period for this award is 09/30/2018 - 09/29/2019. The budget being transferred to the South Florida Behavioral Health Network is for the period of 09/30/2018 - 06/30/2019. The remaining grant award balance will be included in the FY2019-20 Approved Operating Budget to cover the first quarter of the next fiscal year.

In addition, Exhibit C1 – Additional Region-Specific Tasks will be amended to remove the language related to the Citrus STAR Program and Exhibit C3 – ME Required Reports, Plans and Functional Tasks will be amended to incorporate due dates for the quarterly Return on Investment Reports.

As a result, CF Standard Contract 2018, **Exhibit C1** – Additional Region-Specific Tasks; **Exhibit C3** – ME Required Reports, Plans and Functional Tasks; **Exhibit F** – Method of Payment; **Exhibit F1** – ME Schedule of Funds; and **Exhibit F2** – ME Schedule of Payments, are amended.

**1. Page 1, CF Standard Contract 2018, Part 1 of 2, Section 1, Paragraph 1.1. as previously amended on Page 1 of Amendment #0045, is hereby amended to read:**

**1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

**1.1 Purpose and Contract Amount**

The Department is engaging the Provider for the purpose of **servicing as a Regional Managing Entity, pursuant to s. 394.9082, F.S., to manage the day-to-day operational delivery of behavioral health services through an organized system of care, pursuant to state and federal law, within the annual appropriation**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **\$780,715,968.00**.

2. Pages 54 - 55, CF Standard Contract 2018, Part 2 of 2, EXHIBIT C1 – ADDITIONAL REGION-SPECIFIC TASKS, as previously amended on Page 2 of Amendment #0044, are hereby deleted in their entirety and replaced with Pages 54 - 55, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT C1 – ADDITIONAL REGION-SPECIFIC TASKS (dated 12/1/2018), which are inserted in lieu thereof and attached hereto.
3. Pages 67 – 69, CF Standard Contract 2018, Part 2 of 2, EXHIBIT C3 – ME REQUIRED REPORTS, PLANS AND FUNCTIONAL TASKS, as previously amended on Page 1 of Amendment #0043, are hereby deleted in their entirety and replaced with Pages 67 – 69, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT C3 – ME REQUIRED REPORTS, PLANS AND FUNCTIONAL TASKS (dated 12/1/2018), which are inserted in lieu thereof and attached hereto.
4. Pages 76 - 79, CF Standard Contract 2018, Part 2 of 2, EXHIBIT F – METHOD OF PAYMENT, as previously amended on Page 2 of Amendment #0045, are hereby deleted in their entirety and replaced with Pages 76 – 79, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F – METHOD OF PAYMENT (dated 12/1/2018), which are inserted in lieu thereof and attached hereto.
5. Page 92, CF Standard Contract 2018, Part 2 of 2, EXHIBIT F1 – ME SCHEDULE OF FUNDS, EXHIBIT F1-9 – ME Schedule of Funds FY2018-19, as previously amended on Page 2 of Amendment #0045, is hereby deleted in its entirety and replaced with Page 92, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F1-9 – ME Schedule of Funds FY2018-19 Use Designation as of 10/31/2018 (dated 12/1/2018), which is inserted in lieu thereof and attached hereto.
6. Pages 94 - 95, CF Standard Contract 2018, Part 2 of 2, EXHIBIT F2 – SCHEDULE OF PAYMENTS, as previously amended on Page 2 of Amendment #0045, are hereby deleted in their entirety and replaced with Pages 94 – 95, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS (dated 12/1/2018), which are inserted in lieu thereof and attached hereto.

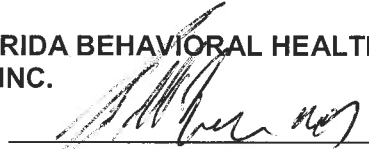
This amendment shall begin on December 1, 2018 or the date on which the amendment has been signed by both parties, whichever is later.

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 **fourteen (14)** page amendment to be executed by their officials thereunto duly authorized.

PROVIDER  
SOUTH FLORIDA BEHAVIORAL HEALTH  
NETWORK, INC.

SIGNED BY: 

NAME: John W. Newcomer

TITLE: President & Chief Executive Officer

DATE: 11/28/18

FEDERAL ID NUMBER: 59-3380599

CF1127  
Effective July 2015  
(CF-1127-1516)

STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: 

NAME: Bronwyn Stanford

TITLE: Regional Managing Director

DATE: 12/18/18

## REVISED EXHIBIT C1 – ADDITIONAL REGION-SPECIFIC TASKS

### C1-1 Communication

Any e-mail communication from the Managing Entity to the Department (either Regional or Headquarters) in response to a request must include the Regional Contract Manager.

### C1-2 SSI/SSDI Outreach Access & Recovery (SOAR)

The Provider shall require that there is a SOAR trained individual within all Department funded programs. The SOAR trained staff should preferably be direct service, however, utilization of a full time SOAR processor would be acceptable. In addition, the Provider shall periodically monitor that all network service providers are assessing for SOAR eligibility within 60 days of intake and annually.

### C1-3 Community Trainings

At a minimum, annually, the Provider will host, in collaboration with the Regional SAMH Program Office, the following community trainings:

C1-3.1 Baker Act/Marchman Act Law with focus on local resource.

C1-3.2 Resource Trainings for Baker Act Facilities that serve minors. Said trainings should occur at the Baker Act facility location and be designed for direct service social workers and/or discharge planners.

C1-3.3 Court Reporting/Etiquette

C1-3.4 Additional trainings to be discussed based on Regional SAMH Program Office input.

### C1-4 SFBHN Website

Pursuant to Ch. 394.9082(10), F.S., the Provider shall ensure that the Acute Care Services Utilization Database is accurate and information to access data is clearly defined to facilitate the community's ability to ensure that individual needs are being met. The Provider shall seek community input on the usability of the data and overall website elements from the following stakeholders: the Regional SAMH Program Office, first responders, persons served, family members, facilities, and other pertinent users.

### C1-5 Motivational Support Program (MSP)

In addition to the requirements in **Section C-1.3.9** and **Guidance 19 – Integration with Child Welfare**, the Managing Entity shall contract with a community Network Service Provider to operationalize the current MSP protocol for the purpose of enhancing the integration across the behavioral health and child welfare systems. The Managing Entity shall ensure the implementation and efficiency of the MSP protocol and report monthly progress to the Regional SAMH Program Office. This protocol is agreed upon with the Department, the Provider, the Community-Based Care organization (CBC), and the contracted Network Service Provider and can be modified at any time as needed by the agreement of the parties involved.

### C1-6 Statewide Forensic Beds

For the following programs, the Managing Entity shall make services available through its Network Service Providers to eligible consumers on conditional release from other Circuits at:

#### C1-6.1 Public Health Trust/Jackson Health System – Miami-Dade Forensic Alternative Center (MDFAC)

Up to six (6) beds shall be available to Broward residents who meet MDFAC's Eligibility Criteria, which is incorporated by reference. MDFAC is a locked and staff secured facility intended to serve adult forensic consumers charged with second or third degree felonies who are committed to the department under Sections 916.13 and 916.15, F.S. These consumers have been found by a circuit court to be incompetent to proceed due

to a serious mental illness or not guilty by reason of insanity and who do not have a significant history of violence.

**C1-6.2 Passageway Residence of Dade County, Inc.**

Fourteen (14) statewide residential beds in both level 2 and room and board with supervision level 2 shall be available to eligible consumers on conditional release who are in need of forensic mental health services placed by the Managing Entity. Statewide admission to Passageway Residence of Dade County, Inc. is for individuals committed to the Florida Department of Children and Families, in accordance with the provisions of Florida Statutes Chapter 916, Forensic Services Act and released pursuant to FRCrP 3.219(b), 3.217(b) and F.S. 916.17.

**C1-6.3 Psychosocial Rehabilitation Center dba Fellowship House**

Four (4) statewide residential beds in both level 2 and room and board with supervision level 2 shall be available to eligible consumers on conditional release who are in need of forensic mental health services placed by the Managing Entity pursuant to FRCrP 3.219(b), 3.217(b) and F.S. 916.17.

**C1-7 Regionally Necessary Services**

The terms of **Section B-3.1** notwithstanding, the Managing Entity may subcontract with Citrus Health Network, Inc. in Broward County for Statewide Inpatient Psychiatric Program (SIPP) placements for children and Short-Term Residential Treatment (SRT) services to adults.

**C1-8 Priority of Effort (POE) Protocol**

The Department facilitates Quarterly POE Meetings throughout the year to discuss the implementation and progress of the priorities established by the Secretary. The Substance Abuse and Mental Health priorities that involve the Managing Entity will be established at the beginning of each state fiscal year. The Provider shall collaborate with the Regional SAMH Program Office on any data requests needing response or clarification as needed, prior to the Quarterly POE Meetings. Timeframes for response will be agreed upon between the Provider and the Department.

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**REVISED 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.

<b>Table 2 – Required Submissions</b>				
<b>Section</b>	<b>Requirement</b>	<b>Required by</b>	<b>Frequency</b>	<b>Due No Later Than:</b>
<b>C3-1</b>	<b>Recurring Required Reports and Plans</b>			
	<b>Provider Tangible Property Inventory - <i>Template 1</i></b>	Section B-7.2; Guidance 2	Initial; Annual	Initial: within 30 days of execution; Annual: July 31
	<b>Regional planning documents</b>	Section C-1.1.2	As Needed	As Needed
	<b>Triennial Needs Assessment</b>	Section C-1.1.6	Every 3 years	October 31, beginning 2016, 2019, 2022
	<b>Managing Entity Annual Business Operations Plan</b> <i>Template 4, including:</i> <ul style="list-style-type: none"> <li>• <i>Catalog of Care – Template 4 Supplemental</i></li> <li>• <i>Updates to SMHTF Discharge Reintegration Plan</i></li> <li>• <i>Updates to Triennial Needs Assessment</i></li> <li>• <i>Updates to Care Coordination Plan</i></li> <li>• <i>Updates to Quality Assurance Plan</i></li> <li>• <i>Annual ALF-LMH Plan</i></li> <li>• <i>Annual Network Service Provider Monitoring Plan</i></li> </ul>	Section C-1.1.7	Annually	July 31
	<b>Enhancement Plan</b>	Section C-1.1.8	Annually, beginning 2017	September 1
	<b>Record Transition Plan - <i>Guidance 3</i></b>	Section C-1.1.9	Once	Within 90 days of execution
	<b>Care Coordination Plan</b>	Section C-1.1.10	Initial	Within 60 days of execution
	<b>Quality Assurance Plan</b>	Section C-1.1.11	Initial	Within 60 days of execution
	<b>Fraud and Abuse Prevention Protocol</b>	Section C-1.2.6	Once	Within 60 days of execution
	<b>Network Service Provider Monitoring Plan</b>	Section C-1.3.1	Initial	Within 30 days of execution
	<b>Information Technology Plan</b>	Section C-1.4.6	Once	Within 60 days of execution
	<b>Procurement Policy</b>	Section C-2.2.5	Once	Within 90 days of execution
	<b>EOG/OPB Return on Investment Reports</b>	Section C2-3.2	Quarterly	15 days following the end of the quarter
	<b>Conditional Release Report - <i>Template 22</i></b>	Guidance 6	Monthly	15 <sup>th</sup> of each month
	<b>Forensic Diversion Report - <i>Template 23</i></b>			
	<b>Regional Action Steps to Forensic Goals - <i>Template 26</i></b>			
	<b>National Voters Registration Act Quarterly Report</b>	Guidance 25	Quarterly	January 10; April 10; July 10; October 10

Table 2 – Required Submissions				
Section	Requirement	Required by	Frequency	Due No Later Than:
	Forensic Multidisciplinary Team Report - <i>Template 25</i>	Guidance 28	Monthly	15th of each month
<b>C3-2</b>	<b>Required Financial Forms and Documents</b>			
	Managing Entity Operating and Capital Budget <i>Template: Form CF-MH 1042, per ch. 65E-14, F.A.C.</i>	Section C-2.4.3	As Needed	30 days after any amendment to Exhibit F1
	Managing Entity Fixed Advance Payment Invoice - <i>Template 10</i>	Sections F-2.2 and F-3.1.1	Annually	July 1
	Interest remittance and documentation of interest on advances	Section F-2.3	Quarterly	As Needed
	Managing Entity Monthly Fixed Payment Invoice - <i>Template 10</i>	Section F-3.1.1	Monthly; and FY Final: Annually	20 <sup>th</sup> of month following service delivery FY Final: August 15
	SAMH Managing Entity Monthly Progress Report - <i>Template 11</i>	Sections F-3.1.2 and F-3.3		
	SAMH Managing Entity Monthly Expenditure Report – <i>Template 12</i>	Section F-3.1.3	Monthly	20 <sup>th</sup> of month following service delivery; FY Final: August 15
	SAMH Managing Entity Monthly Carry Forward Expenditure Report - <i>Template 13</i>	Section F-3.1.4		
	Cost Allocation Plan - <i>Template 14</i>	Section F-4	Initial, Annual Update, and Revisions as needed	Initial: Within 30 days of execution; Annual Update: August 31; Revisions: Within 20 days of notifying the Department
	Managing Entity Spending Plan for Carry Forward Report <i>Template 15</i>	Section F-5.2	Annually	Within 30 days of confirmation of approved amount from the Department
	Financial and Compliance Audit	Attachment 1	Annually, and As needed	The earlier of: 180 days after the end of the provider's fiscal year or 30 days after the ME's receipt of the audit report
	BNet Statement of Program Cost	Guidance 12	Annually	September 1
<b>C3-3</b>	<b>Required Data Submission and Performance Reporting</b>			
	Substance Abuse and Mental Health Block Grant Report - <i>Template 2</i>	Section B1-4.2	Semi-annually	February 15 August 15
	Narrative Report for the SAMH Block Grant - <i>Template 3</i>	Section B1-4.3	Annually	May 30
	Monthly Data Submission to SAMH Data System	Section C-1.4.4	Monthly	18 <sup>th</sup> of each month
	Submission of Corrected Records to SAMH Data System	Section C-1.4.14	As needed	Within 60 days after initial record submission
	Data required by Federal or State Grant Awards <i>Other than Sections C3-3.7 and C3-3.8, below</i>	Section C-1.4.15	As needed	As established by Grantor timeframes
	Quarterly Report	Section C-2.4.6	Quarterly	October 20; January 20; April 20; August 15

Table 2 – Required Submissions				
Section	Requirement	Required by	Frequency	Due No Later Than:
	Family Intensive Treatment (FIT) Report - <i>Template 17</i>	Guidance 18	Monthly	20 <sup>th</sup> of each month
	Women’s Special Funding Data Reporting	Guidance 26	Monthly	18 <sup>th</sup> of each month
	Transitional Voucher Incidental Summary	Guidance 29	Monthly	20 <sup>th</sup> of each month
	Monthly Care Coordination Report - <i>Template 21</i>	Guidance 4	Monthly	20 <sup>th</sup> of month following service delivery FY Final: August 15
<b>C3-4</b>	<b>Required Contract Forms and Documents</b>			
	Proof of Insurance	Section 4.5 and Section A-4.2	Annually; and As needed	Initial: upon execution; Annual: March 31; and As needed: Within 30 days of a modification of terms
	Employment Screening Affidavit	Section 4.14.2	Annually	Later of July 1 or Anniversary of Previous Annual
	Security Agreement Form	Section 5.5.3	Annually	Upon execution; Updated annually
	Civil Rights Compliance Checklist - <i>CF Form 946</i>	Section 7.13 & CFOP 60-16 45 CFR, Part 80	Initial, and Annually	Initial: Within 30 days of execution, Thereafter: July 15
	Emergency Preparedness Plan	Section 9.2	Initial, and Annual Update	Initial: Within 30 days of execution; Update: every 12 months after acceptance of Initial
<b>C3-5</b>	<b>Functional Tasks and Deadlines</b>			
	Notification of Network Service Provider performance that may interrupt service delivery or involve media coverage	Section C-1.2.5	As needed	Within 48 hours
	Incident Report Submission to IRAS- Management & Oversight	Sections 4.13 and C-1.2.8		Upon discovery of an incident
	Designate CCP Providers	Section C-1.6.2.1	Once; and As needed	Initial: Within 60 days of execution; As needed: Within 10 days of any change
	Staffing Changes – CEO, COO, CFO	Section C-2.1.2	As needed	Within 5 business days of any change
	Staff Designations: <ul style="list-style-type: none"> <li>• Responsible for providing immediate response</li> <li>• Consumer Affairs Representative</li> <li>• Facility Representative</li> <li>• Network Service Provider Affairs Ombudsman</li> <li>• Data Officer</li> <li>• Lead Housing Coordinator</li> </ul>	Section C-2.1.4	Initial	Initial: upon execution
	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: New documents within 10 business days

**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**.

<b>Table 6 – Contract Funding</b>				
<b>State Fiscal Year</b>	<b>Managing Entity Operational Cost</b>	<b>Direct Services Cost</b>	<b>Supplemental DBH Funds</b>	<b>Total Value of Contract</b>
2010-2011 (9 months)	\$3,399,627.00	\$52,952,530.00		\$56,352,157.00
2011-2012	\$3,491,295.00	\$72,420,596.00		\$75,911,891.00
2012-2013	\$3,465,665.00	\$70,244,946.00		\$73,710,611.00
2013-2014	\$3,432,250.00	\$72,178,646.00		\$75,610,896.00
2014-2015	\$3,481,522.37	\$72,203,746.63		\$75,685,269.00
2015-2016 (3 months)	\$866,416.00	\$19,811,845.75		\$20,678,261.75
2015-2016 (9 months)	\$2,756,874.00	\$59,209,297.25		\$61,966,171.25
2016-2017	\$3,978,889.00	\$80,415,982.00		\$84,394,871.00
2017-2018	\$3,809,174.00	\$78,984,414.00	\$857,835.00	\$83,651,423.00
<b>2018-2019</b>	<b>\$3,892,936.00</b>	<b>\$85,704,695.00</b>	<b>\$256,039.00</b>	<b>\$89,853,670.00</b>
2019-2020	\$3,674,793.00	\$79,225,954.00		\$82,900,747.00
<b>Total</b>	<b>\$36,249,441.37</b>	<b>\$743,352,652.63</b>	<b>\$1,113,874.00</b>	<b>\$780,715,968.00</b>

**F-2 Payment**

**F-2.1** The Department will pay the Managing Entity an operational cost for the management of the Network in accordance with the terms and conditions of this Contract. The direct service cost is defined as the annual value of the Contract less the total value of both the Managing Entity operational cost and the Supplemental DBH Funds.

**F-2.2** In accordance with s. 394.9082, F.S., the Department will pay the Managing Entity a two-month advance at the beginning of each fiscal year. Thereafter, the Managing Entity shall request monthly fixed payments equal to the fiscal year contract balance divided by the number of months remaining in the fiscal year. The advance and payment amounts for each fiscal year are specified in **Exhibit F2**. The payment request may be subject to financial consequences, pursuant to **Section E-5.2**.

**F-2.3** The Managing Entity shall temporarily invest surplus advance funds in an insured interest bearing account, in accordance with s. 216.181(16)(b), F.S. The Managing Entity shall remit to the Department, on a quarterly basis, any interest earned on advance funds via check. The Managing Entity must submit documentation from the financial entity where said funds are invested, evidencing the Annual Percentage Rate and actual interest income for each month.

**F-2.4** The Managing Entity shall expend any advance in accordance with the General Appropriations Act.

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



### F-3 Invoice Requirements

F-3.1 In accordance with **Exhibit F2**, the Managing Entity shall:

F-3.1.1 Request payment monthly through the submission of a properly completed **Template 10 – Managing Entity Monthly Fixed Payment Invoice**;

F-3.1.2 Submit a properly completed **Template 11 – Managing Entity Monthly Progress Report**, for the month that payment is requested;

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

F-3.1.4 Submit a properly completed **Template 13 – Managing Entity Monthly Carry Forward Expenditure Report**, detailing the expenditure of approved carry forward funds, until said funds are fully expended.

F-3.2 Failure to submit the properly completed required documentation shall cause payment to be delayed until such documentation is received. Submission and approval of the elements in **Sections F-3.1** for the invoice period shall be considered the deliverables necessary for payment.

F-3.3 Within five business days of receipt of a properly completed invoice and **Template 11 – Managing Entity Monthly Progress Report**, the Contract Manager will either approve the invoice for payment or notify the Managing Entity in writing of any deficiencies that must be corrected by the Managing Entity before resubmission of the invoice.

F-3.4 The Department and the state's Chief Financial Officer reserve the right to request supporting documentation at any time, prior to the authorization of payment.

### F-4 Cost Allocation Plan

F-4.1 The Managing Entity shall submit an initial **Template 14 – Cost Allocation Plan** within 30 days of execution and a revised Cost Allocation Plan to the Contract Manager annually by August 31, unless otherwise extended in writing by the Department.

F-4.2 The Department will review the Cost Allocation Plan and provide any comments within 15 days of submission. Revisions required by the Department shall be submitted by the date of the payment request for September. Failure to have an approved Cost Allocation Plan by September 20, unless extended in writing by the Department, will result in no further payment being made to the Managing Entity until the Department approves the Cost Allocation Plan.

F-4.3 The Managing Entity shall submit a revised Cost Allocation Plan whenever the Managing Entity:

F-4.3.1 Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source; for example, when a new OCA is added, when a new outside funding source contributes to the Managing Entity's operational revenue or when an existing funding source is discontinued;

F-4.3.2 Makes internal organizational changes that affect the cost allocation methodology; or

F-4.3.3 Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.

F-4.4 The Managing Entity may request to amend or revise their Cost Allocation Plan at any time during the state fiscal year, in writing to the Contract Manager. The Managing Entity shall submit the amended or revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Managing Entity must submit a revised Cost

Allocation Plan addressing any revisions required by the Department, within 15 days of the date of the Department's written response.

#### F-5 Carry Forward Funding

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

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

F-5.1.2 The cumulative amount carried forward may not exceed eight percent of the contract total. Any unexpended state funds in excess of eight percent must be returned to the Department.

F-5.1.3 The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract.

F-5.1.4 Any unexpended funds that remain at the end of the contract period shall be returned to the Department.

F-5.2 Within 30 days after receiving confirmation of the approved carried forward amount from the Department, The Managing Entity shall submit a properly completed **Template 15 – Managing Entity Spending Plan for Carry Forward Report**.

#### F-6 Allowable Costs

F-6.1 All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the cost principles pursuant to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart E, 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards - Subpart E, The Reference Guide for State Expenditures, and Ch. 65E-14, F.A.C.

F-6.2 Unless otherwise specified in writing by the federal grant issuing agency, none of the funds provided under any federal grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule, published but the U.S. Office of Personnel Management at:

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

F-6.3 Any compensation paid for an expenditure subsequently disallowed as a result of the Managing Entity's or any Network Service Providers' non-compliance with state or federal funding regulations shall be repaid to the Department upon discovery.

F-6.4 Invoices must be dated, signed by an authorized representative of the Managing Entity and submitted in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted into the SAMH Data System, in accordance with PAM 155-2.

F-6.5 The Managing Entity is expressly prohibited from expending funds specified as "Direct Services Costs" in **Table 6**, for anything other than a subcontract with a Network Service Provider.

#### F-7 Financial Reconciliation

F-7.1 The Managing Entity shall submit reports that reflect the Managing Entity's actual operational cost and the actual service cost of the Network in accordance with **Exhibit F2**. The Managing Entity shall submit a final Managing Entity Monthly Expenditure Report annually no later than August 15. Payment for the final month of the fiscal year and carry forward shall not be approved until final reconciliation has been completed by the Department.

**F-7.2** The Department will reconcile actual expenditures reported to the funds disbursed to the Managing Entity based on the properly completed Managing Entity Monthly Expenditure Reports and the Managing Entity Monthly Carry Forward Expenditure Reports, according to the following schedule:

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

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

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

## **F-8 Supplemental Disaster Behavioral Health Provisions**

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

### **F-8.1 Supplemental Payments**

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

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

### **F-8.2 Supplemental Allowable Costs**

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

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

### **F-8.3 Supplemental Invoices**

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

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

### **F-8.4 Supplemental Financial Reconciliations**

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



**REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS**

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

Table 7 - Schedule of Payments for Fiscal Year 2018-19					
Month of Services	FY Contract Balance Prior to Payment	Fixed Payment Amount	FY Contract Balance after this Payment	Invoice Packet Due Date	Progress and Expenditure Report Period
Annual Advance	\$ 82,900,747.00	\$ 13,816,791.17	\$ 69,083,955.83	7/1/2018	N/A
Jul-18	\$ 69,083,955.83	\$ 5,756,996.31	\$ 63,326,959.52	8/20/2018	July
Aug-18	\$ 63,326,959.52	\$ 5,756,996.32	\$ 57,569,963.20	9/20/2018	August
Sep-18	\$ 61,672,876.20	\$ 6,167,287.62	\$ 55,505,588.58	10/20/2018	September
Oct-18	\$ 55,505,588.58	\$ 6,167,287.62	\$ 49,338,300.96	11/20/2018	October
Nov-18	\$ 49,938,300.96	\$ 6,242,287.62	\$ 43,696,013.34	12/20/2018	November
Dec-18	\$ 45,689,984.34	\$ 6,527,140.62	\$ 39,162,843.72	1/20/2019	December
Jan-19	\$ 39,162,843.72	\$ 6,527,140.62	\$ 32,635,703.10	2/20/2019	January
Feb-19	\$ 32,635,703.10	\$ 6,527,140.62	\$ 26,108,562.48	3/20/2019	February
Mar-19	\$ 26,108,562.48	\$ 6,527,140.62	\$ 19,581,421.86	4/20/2019	March
Apr-19	\$ 19,581,421.86	\$ 6,527,140.62	\$ 13,054,281.24	5/20/2019	April
May-19	\$ 13,054,281.24	\$ 6,527,140.62	\$ 6,527,140.62	6/20/2019	May
Jun-19	\$ 6,527,140.62	\$ 6,527,140.62	\$ -	8/15/2019	June
<b>Total FY Payments</b>		<b>\$ 89,597,631.00</b>			
<b>Supplemental Disaster Behavioral Health Funding</b>		<b>\$ 256,039.00</b>			
<b>Total FY Contract Funding</b>		<b>\$ 89,853,670.00</b>			

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

Table 8 - Schedule of Payments for Fiscal Year 2019-20					
Month of Services	FY Contract Balance Prior to Payment	Fixed Payment Amount	FY Contract Balance after this Payment	Invoice Packet Due Date	Progress and Expenditure Report Period
Annual Advance	\$ 82,900,747.00	\$ 13,816,791.16	\$ 69,083,955.84	7/1/2019	N/A
Jul-19	\$ 69,083,955.84	\$ 5,756,996.32	\$ 63,326,959.52	8/20/2019	July
Aug-19	\$ 63,326,959.52	\$ 5,756,996.32	\$ 57,569,963.20	9/20/2019	August
Sep-19	\$ 57,569,963.20	\$ 5,756,996.32	\$ 51,812,966.88	10/20/2019	September
Oct-19	\$ 51,812,966.88	\$ 5,756,996.32	\$ 46,055,970.56	11/20/2019	October
Nov-19	\$ 46,055,970.56	\$ 5,756,996.32	\$ 40,298,974.24	12/20/2019	November
Dec-19	\$ 40,298,974.24	\$ 5,756,996.32	\$ 34,541,977.92	1/20/2020	December
Jan-20	\$ 34,541,977.92	\$ 5,756,996.32	\$ 28,784,981.60	2/20/2020	January
Feb-20	\$ 28,784,981.60	\$ 5,756,996.32	\$ 23,027,985.28	3/20/2020	February
Mar-20	\$ 23,027,985.28	\$ 5,756,996.32	\$ 17,270,988.96	4/20/2020	March
Apr-20	\$ 17,270,988.96	\$ 5,756,996.32	\$ 11,513,992.64	5/20/2020	April
May-20	\$ 11,513,992.64	\$ 5,756,996.32	\$ 5,756,996.32	6/20/2020	May
Jun-20	\$ 5,756,996.32	\$ 5,756,996.32	\$ -	8/15/2020	June
<b>Total FY Payments</b>		<b>\$ 82,900,747.00</b>			
<b>Supplemental Disaster Behavioral Health Funding</b>					
<b>Total FY Contract Funding</b>		<b>\$ 82,900,747.00</b>			

**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.