

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

Amendment #0017, effective 6/30/16, restated and renewed contract JH343 through June 30, 2019.

Amendment #0018, effective 6/13/16, reduced \$23,459.00 from Fiscal Year 15-16 Schedule of Funds.

Amendment #0019, effective 6/27/16, added \$59,047.00 to Fiscal Year 15-16 Schedule of Funds.

Amendment #0020, effective 10/1/16, added \$199,611.00 to Fiscal Year 16-17 Schedule of Funds.

Amendment #0021, effective 12/14/16, added \$2,484,208.00 to Fiscal Year 16-17 Schedule of Funds.

Amendment #0022, effective 1/18/17, updated Exhibit B and added OCA's to track for-profit sub-recipient expenditures to Fiscal Year 16-17 Schedule of Funds.

Amendment #0023, effective 3/15/17, reduced \$33,110.00 from Fiscal Year 16-17 Schedule of Funds.

Amendment #0024, effective 5/19/17, added \$121,212.00 to Fiscal Year 16-17 Schedule of Funds.

Amendment #0025 updated Exhibits to Fiscal Year 17-18 version.

Amendment #0026 updated Exhibit F and Exhibit F2, Section F2-2, Table 8.

Amendment #0027, effective 7/26/17, added \$388,793.00 to Fiscal Year 17-18.

Amendment #0028, effective 8/10/17, added \$2,800,321.00 to Fiscal Year 17-18 Schedule of Funds.

Amendment #0029, effective 10/31/2017, added \$300,421.00 to Fiscal Year 17-18 Schedule of Funds.

Amendment #0030. Effective 11/17/17, added \$1,455,794.00 to Fiscal Year 17-18 Schedule of Funds.

The purpose of Amendment #0031 is to incorporate the Schedule of Funds (SOF) as of 5/24/2018. This SOF adds funds for Community Trauma response to Marjorie Stoneman Douglas High School shooting in OCA MHMSD. In addition, Exhibits A and C3 are updated.

- I. 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 \$338,355,278.07.

2. **Pages 18-23, CF Standard Integrated Contract 2016, REVISED EXHIBIT A – SPECIAL PROVISIONS, dated 10/19/2017, are hereby deleted in their entirety and Pages 18-23, CF Standard Integrated Contract 2016, REVISED EXHIBIT A – SPECIAL PROVISIONS, dated 5/30/2018, are hereby inserted and attached hereto.**
3. **Pages 62-65, CF Standard Integrated Contract 2016, REVISED EXHIBIT C3 – ME REQUIRED REPORTS, PLANS, AND FUNCTIONAL TASKS, dated 10/19/2017, are hereby deleted in their entirety and Pages 62-65, CF Standard Integrated Contract 2016, REVISED EXHIBIT C3 – ME REQUIRED REPORTS, PLANS, AND FUNCTIONAL TASKS, dated 5/30/2018, are hereby inserted and attached hereto.**
4. **Pages 71-74, CF Standard Integrated Contract 2016, REVISED EXHIBIT F – METHOD OF PAYMENT, dated 11/10/2017, are hereby deleted in their entirety and Pages 71-74, CF Standard Integrated Contract 2016, REVISED EXHIBIT F – METHOD OF PAYMENT, dated 5/30/2018, are hereby inserted and attached hereto.**
5. **Page 75, CF Standard Integrated Contract 2016, REVISED EXHIBIT F1 – ME SCHEDULE OF FUNDS, dated 10/25/2017, is hereby deleted in its entirety and Page 75, CF Standard Integrated Contract 2016, REVISED EXHIBIT F1 – ME SCHEDULE OF FUNDS, dated 5/24/2018, is hereby inserted and attached hereto.**
6. **Page 76, CF Standard Integrated Contract 2016, REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS, SECTION F2-1, TABLE 7, dated 11/10/2017, is hereby deleted in its entirety and Page 76, CF Standard Integrated Contract 2016, REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS, SECTION F2-1, TABLE 7, dated 5/30/2018, is hereby inserted and attached hereto.**

**<<< The remainder of this page is intentionally left blank. >>>**

This amendment shall begin on May 30, 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.

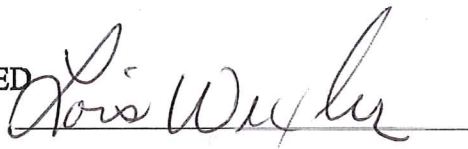
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract. **IN WITNESS THEREOF**, the parties hereto have caused this **nineteen (19)** 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:



SIGNED  
BY:



NAME: Lois Wexler

NAME: Vern Melvin

TITLE: Chairperson of the Board

TITLE: Regional Managing Director

DATE: 6/4/2018

DATE: 6/7/18

Federal ID Number: 453675836



## **REVISED 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  
Guidance 30 – Partnerships for Success (PFS)  
Guidance 31 – Children's Mental Health System of Care (CMHSOC) Grant  
Guidance 32 – Community Action Treatment (CAT) Team

**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, including Template 4 Supplement Behavioral Health Catalog of Care  
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 – *Deleted, effective 5/18/2017*  
Template 19 – Partnerships for Success Grant Drug Epidemiology Network (DENS) Report  
Template 20 – CMHSOC Quarterly Report Template  
Template 21 – Monthly Care Coordination Report  
Template 22 – Forensic Diversion Report  
Template 23 – Conditional Release Report  
Template 24 – Disaster Behavioral Health (DBH) Managing Entity Supplemental Invoice and

**Expenditure Report****Template 25 – Forensic Multidisciplinary Team Report****Template 26 – Regional Action Steps to Forensic Goals**

**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 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 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 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 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.

***<<< The remainder of this page is intentionally left blank. >>>***

**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.

Table 2 – Required Submissions

Section #	Requirement	Required by	Frequency	Due No Later Than:
<b>C3-1</b>	<b>Required Reports and Plans</b>			
	<b>Provider Tangible Property Inventory Template 1</b>	Section B-7.2 Guidance 2	Initial; and Annually	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-1.1.3	Every 3 years, beginning 2016	October 31, 2016, 2019, 2022
	<b>Managing Entity Annual Business Operations Plan Template 4</b>	Section C-1.1.6	Annually	July 31
	<b>Plan for Reintegrating Discharge-Ready Individuals</b>	Section C-1.1.7	Annually	July 15
	<b>Record Transition Plan Guidance 3</b>	Section C-1.1.8	Once	Within 90 days of execution
	<b>Enhancement Plan</b>	Section C-1.1.12	Annually, beginning 2017	September 1
	<b>Care Coordination Plan</b>	Section C-1.2.2	Initial; and Annual Update	Initial: within 60 days of execution; Annual Update: July 15
	<b>Fraud and Abuse Prevention Protocol</b>	Section C-1.3.4	Once	Within 60 days of execution
	<b>Quality Assurance Plan</b>	Section C-1.3.5.2	Initial; and Annual Update	Initial: within 60 days of execution; Annual Update: August 31
	<b>Network Service Monitoring Plan</b>	Section C-1.4.1	Initial; and Annual Update	Initial: within 30 days of execution; Annual Update: July 31
	<b>Information Technology Plan</b>	Section C-1.5.6	Once	Within 60 days of execution Reviewed annually
	<b>Procurement Policy</b>	Section C-2.2.5		Within 90 days of execution
	<b>Network Service Provider's EOG/OPB Return on Investment Projected Estimates</b>	Section C2-3.2.1	Annually	As Directed by EOG
	<b>Network Service Provider's EOG/OPB Actual Return on Investment Reports</b>	Section C2-3.2.2	Quarterly	As Directed by EOG
	<b>Conditional Release Report Template 22</b>	Guidance 6	Monthly	15 <sup>th</sup> of each month
	<b>Forensic Diversion Report Template 23</b>			
	<b>Regional Action Steps to Forensic Goals Template 26</b>			



Table 2 – Required Submissions

Section #	Requirement	Required by	Frequency	Due No Later Than:
ALF-LMH Annual Plan Template 5		Guidance 8	Annual	December 1
National Voters Registration Act Quarterly Report		Guidance 25	Quarterly	January 10; April 10; July 10; October 10
Forensic Multidisciplinary Team Report Template 25		Guidance 28	Monthly	15 <sup>th</sup> of each month
<b>C3-2 Required Financial Forms and Documents</b>				
Managing Entity Operating and Capital Budget Template: Form CF-MH 1042, per ch. 65E-14, F.A.C.		Section C-2.4.3	As Needed	30 days after any amendment to Exhibit F1
Managing Entity Fixed Payment Invoice (Advance Payment) Template 10		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 Template 10		Section F-3.1.1		
SAMH Managing Entity Monthly Progress Report Template 11		Sections F-3.1.2 and F-3.3	Monthly; and FY Final: Annually	20 <sup>th</sup> of month following service delivery FY Final: August 15
SAMH Managing Entity Monthly Expenditure Report Template 12		Section F-3.1.3		
SAMH Managing Entity Monthly Carry Forward Expenditure Report Template 13		Section F-3.1.4	Monthly	20 <sup>th</sup> of month following service delivery; FY Final: August 15
Cost Allocation Plan Template 14		Section F-4	Initial, and 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 Template 15		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
ENet Statement of Program Cost		Guidance 12	Annually	September 1

<b>C3-3 Required Data Submission and Performance Reporting</b>			
<b>Substance Abuse and Mental Health Block Grant Report</b> <i>Template 2</i>	Section B1-4.2	Semi-annually	February 15 August 15
<b>Narrative Report for the SAMH Block Grant</b> <i>Template 3</i>	Section B1-4.3	Annually	May 30
<b>Monthly Data Submission to SAMH Data System</b>	Section C-1.5.4.2	Monthly	18 <sup>th</sup> of each month
<b>Submission of Corrected Records to SAMH Data System</b>	Section C-1.5.14	As needed	Within 60 days after initial record submission
<b>Data required by Federal or State Grant Awards</b> <i>Other than Sections C3-3.7 and C3-3.8, below</i>	Section C-1.5.15	As needed	As established by Grantor timeframes
<b>Quarterly Report</b>	Section C-2.4.6	Quarterly as scheduled	October 20; January 20; April 20; August 15
<b>Conditional Release Data</b>	Guidance 7, CFOP 155-18	Monthly	15 <sup>th</sup> of each month
<b>Family Intensive Treatment (FIT) Report</b> <i>Template 17</i>	Guidance 18	Monthly	20 <sup>th</sup> of each month
<b>Women's Special Funding Data Reporting</b>	Guidance 26	Monthly	18 <sup>th</sup> of each month
<b>Transitional Voucher Incidental Summary</b>	Guidance 29	Quarterly	18 <sup>th</sup> of the month following each quarter
<b>Monthly Care Coordination Report</b> <i>Template 21</i>	Guidance 4	Monthly	20 <sup>th</sup> of month following service delivery FY Final: August 15

<b>C3-4 Required Contract Forms and Documents</b>			
<b>Proof of Insurance</b>	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
<b>Employment Screening Affidavit</b>	Section 4.14.2	Annually	July 1 or Anniversary of Previous Annual Affidavit, if later
<b>Security Agreement Form</b>	Section 5.5.3	Annually	Upon execution; Updated annually
<b>Civil Rights Compliance Checklist CF Form 946</b>	Section 7.13 CFOP 60-16 45 CFR, Part 80	Initial, and Annually	Initial: Within 30 days of execution, Thereafter: July 15
<b>Emergency Preparedness Plan</b>	Section 9.2	Initial, and Annual Update	Initial: Within 30 days of execution; Annual Update: every 12 months after acceptance of Initial
<b>C3-5 Functional Tasks and Deadlines</b>			
<b>Notification of Network Service Provider performance that may interrupt service delivery or involve media coverage</b>	Section C-1.3.3	As needed	Within 48 hours
<b>Incident Report Submission to IRAS-Management &amp; Oversight</b>	Sections 4.13 and C-1.3.6		Upon discovery of an Incident
<b>Designate CCP Providers</b>	Section C-1.7.2.1	Once; and As needed	Initial: Within 60 days of execution; As needed: Within 10 days of any change
<b>Staffing Changes – CEO, COO, CFO</b>	Section C-2.1.2	As needed	Within 5 business days of any change
<b>Staff Designations:</b> <ul style="list-style-type: none"> <li>• Staff Member 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 and Annual Update	Initial: upon execution Annual Update: July 1
<b>Establish &amp; maintain Internet-based electronic vault for access contract-related documents</b>	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 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.

Table 6 – Contract Funding				
State Fiscal Year	Managing Entity Operational Cost	Direct Services Cost	Supplemental DBH Funds	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	\$ 2,657,237.00	\$ 51,122,907.00		\$ 53,780,144.00
2017-2018	\$ 2,676,785.00	\$ 55,137,143.00	\$ 161,671.00	\$ 57,975,599.00
2018-2019	\$ 2,442,755.00	\$ 50,316,519.00		\$ 52,759,274.00
<b>Total</b>	<b>\$ 16,307,290.09</b>	<b>\$ 321,886,316.98</b>	<b>\$ 161,671.00</b>	<b>\$ 338,355,278.07</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** 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.

**Exhibit F1 - NE Schedule of Funds**  
**Broward Behavioral Health - Contract# JH343**  
**FY 2017-18 Use Designation - As of 8/24/2018**

[illegible]

\*Funds in the amount of \$994,058 (MH0CH), \$151,739 (MS0CH), \$730,000 (MH0AT), and \$300,000 (MS0AT) have been provided to the department for community based behavioral health programs that address the unique needs of certain geographical areas of the state. The department has submitted and approved budget amendment number 3-0006 that requested release of funds pursuant to the provisions of chapter 336, Florida Statutes.



**REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS****F2-1** Table 7 specifies the schedule of payments for the current fiscal year of this Contract.

<b>Table 7 - Schedule of Payments for Fiscal Year 2017-18</b>						
<b>Month of Services</b>	<b>FY Contract Balance Prior to Payment</b>	<b>Fixed Payment Amount</b>	<b>Invoice Packet Due Date</b>	<b>Progress and Expenditure Report Period</b>	<b>Funding Amendments</b>	<b>Notes</b>
Annual Advance	\$53,780,144.00	\$8,963,357.33	7/1/17	N/A	\$388,793.00	Amendment #0027
Jul-17	\$45,205,579.67	\$3,767,131.63	8/20/17	July		
Aug-17	\$41,438,448.04	\$3,767,131.64	9/20/17	August	\$1,075,520.00	Amendment #0028
Sep-17	\$38,746,836.40	\$3,874,683.64	10/20/17	September		
Oct-17	\$35,010,902.76	\$3,890,100.30	11/20/17	October	\$138,750.00	Amendment #0029
Nov-17	\$32,576,596.46	\$4,072,074.55	12/20/17	November	\$1,455,794.00	Amendment #0030
Dec-17	\$28,504,521.91	\$4,072,074.55	1/20/18	December		
Jan-18	\$24,432,447.36	\$4,072,074.56	2/20/18	January		
Feb-18	\$20,360,372.80	\$4,072,074.56	3/20/18	February		
Mar-18	\$16,288,298.24	\$4,072,074.56	4/20/18	March		
Apr-18	\$12,216,223.68	\$4,072,074.56	5/20/18	April		
May-18	\$8,144,149.12	\$4,072,074.56	6/20/18	May		
Jun-18	\$5,047,001.56	\$5,047,001.56	8/15/18	June	\$974,927.00	Amendment #0031
<b>Total FY Payments</b>		<b>\$57,813,928.00</b>				
<b>Supplemental Disaster Behavioral Health Funding</b>		<b>\$161,671.00</b>				
<b>Total Contract Funding</b>		<b>\$57,975,599.00</b>				