

**AMENDMENT #0037
(AMENDMENT, RENEWAL)**

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.

The purpose of Amendment #0037 is to renew contract JH343 for an additional five (5) years through June 30, 2024, pursuant to F.S. 394.9082(4)(j) and (6)(a) and amend Exhibits F and F2. There will be no further renewals.

1. Page 1, CF Standard Contract 2018, Part 1 of 2, 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 \$639,986,747.07.

2. Page 1, CF Standard Contract 2018, Part 1 of 2, Section 1.3, Effective and Ending Dates, is hereby amended to read:

Section 1.3 Effective and Ending Dates

This Contract shall be effective November 1, 2012 or the last party signature date, whichever is later. The service performance period under this Contract shall commence on November 01, 2012 or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2024, subject to the survival terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

3. Pages 71-74, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F – METHOD OF PAYMENT, dated 3/27/2019, are hereby deleted in their entirety and Pages 71-74, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F – METHOD OF PAYMENT, dated 4/4/2019, are hereby inserted and attached hereto.
4. Page 76, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS, SECTION F2-1, TABLE 7, dated 3/27/2019, is hereby deleted in its entirety and Page 76, CF Standard Contract 2018, Part 2 of 2, REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS, SECTION F2-1, TABLE 7, dated 4/4/2019, is hereby inserted and attached hereto.

AMENDMENT #0037

Contract #111343

This amendment shall begin on **June 30, 2019** 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 seven (7) 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: Nan Rich

SIGNED
BY: Chad Poppell

NAME: Nan Rich

NAME: Chad Poppell

TITLE: Chairperson of the Board

TITLE: Secretary

DATE: 6/17/19

DATE: 6/17/19

Federal ID Number: 453675836

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	Managing Entity Operational Cost	Direct Services Cost	Supplemental DBH Funds	Total Value of Contract
2012-13	\$ 1,642,303.68	\$ 28,436,518.39		\$ 30,078,822.07
2013-14	\$ 2,285,924.00	\$ 43,857,573.00		\$ 46,143,497.00
2014-15	\$ 2,304,258.26	\$ 44,248,413.74		\$ 46,550,672.00
2015-16	\$ 2,288,027.16	\$ 48,769,242.85		\$ 51,067,270.00
2016-17	\$ 2,657,237.00	\$ 51,122,907.00		\$ 53,780,144.00
2017-18	\$ 2,676,785.00	\$ 55,137,143.00	\$161,671.00	\$ 57,975,599.00
2018-19	\$ 2,646,718.00	\$ 60,107,385.00		\$ 62,754,113.00
2019-20	\$ 2,269,791.00	\$ 56,057,535.00		\$ 58,327,326.00
2020-21	\$ 2,269,791.00	\$ 56,057,535.00		\$ 58,327,326.00
2021-22	\$ 2,269,791.00	\$ 56,057,535.00		\$ 58,327,326.00
2022-23	\$ 2,269,791.00	\$ 56,057,535.00		\$ 58,327,326.00
2023-24	\$ 2,269,791.00	\$ 56,057,535.00		\$ 58,327,326.00
Total	\$ 27,860,268.09	\$ 611,964,867.88	\$161,671.00	\$ 639,986,747.07

F-2 Payment

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

Table 7 - Schedule of Payments for Fiscal Year 2019-2020						
Month of Services	FY Contract Balance Prior to Payment	Fixed Payment Amount	Invoice Packet Due Date	Progress and Expenditure Report Period	Funding Amendments	Notes
Annual Advance	\$58,327,326.00	\$9,721,221.00	7/1/19	N/A		
Jul-19	\$48,606,105.00	\$4,050,508.75	8/20/19	July		
Aug-19	\$44,555,596.25	\$4,050,508.75	9/20/19	August		
Sep-19	\$40,505,087.50	\$4,050,508.75	10/20/19	September		
Oct-19	\$36,454,578.75	\$4,050,508.75	11/20/19	October		
Nov-19	\$32,404,070.00	\$4,050,508.75	12/20/19	November		
Dec-19	\$28,353,561.25	\$4,050,508.75	1/20/20	December		
Jan-20	\$24,303,052.50	\$4,050,508.75	2/20/20	January		
Feb-20	\$20,252,543.75	\$4,050,508.75	3/20/20	February		
Mar-20	\$16,202,035.00	\$4,050,508.75	4/20/20	March		
Apr-20	\$12,151,526.25	\$4,050,508.75	5/20/20	April		
May-20	\$8,101,017.50	\$4,050,508.75	6/20/20	May		
Jun-20	\$4,050,508.75	\$4,050,508.75	8/15/20	June		
Total FY Payments		\$58,327,326.00				
Supplemental Disaster Behavioral Health Funding		\$0.00				
Total Contract Funding		\$58,327,326.00				