

AMENDMENT # 003

THIS AMENDMENT, entered into between **Southeast Florida Behavioral Health Network, Inc., (SEFBHN)** hereinafter referred to as the “Managing Entity” and **Martin County Board of County Commissioners**, hereinafter referred to as the “Provider,” amends vendor agreement number **AGR72**.

The purpose of this amendment is to extend the date of this agreement through June 30, 2027 and to support this extension into FY 26/27 with \$785,066.00.

FY 23/24 will remain \$1,000,000.00; FY 24/25 will remain \$78,011.00; FY 25/26 will remain \$1,864,106.04; and FY 26/27 will be added as \$785,066.00. The new Agreement value will become \$3,727,183.00.

1. **Page 1, Service Agreement, Introductory Paragraph**, is hereby amended to read as:

This Agreement, **AGR72**, between **Southeast Florida Behavioral Health Network, Inc.**, hereinafter referred to as SEFBHN, and the **Martin County Board of County Commissioners**, hereinafter referred to as the Provider, shall be effective July 1, 2023 until June 30, 2027.

2. **Page 1, Service Agreement, B. Tasks, 1. Budget and Compensation**, is hereby amended to read as:

The fees set by this Agreement are based upon the Scope of Work listed above and the Florida Opioid Settlement Agreement. The funding provided under this agreement shall not exceed the allocations stipulated in the Florida Opioid Settlement Agreement.

The **Martin County Board of County Commissioners** will receive **\$3,727,183.00 (\$1,000,000.00 for Fiscal Year 23/24; \$78,011.00 for Fiscal year 24/25; \$1,864,106.00 for Fiscal Year 25/26 and, \$785,066.00 for Fiscal Year 26/27)**, for services rendered in accordance with the Florida Opioid Settlement Agreement and the terms of this Agreement. These funds will be released on a cost reimbursement basis for Non-Qualified County Services funding, as noted on the **Statement of Funding**, herein incorporated by reference.

Attachment A: Cost Reimbursement Invoice, herein incorporated by reference, must be submitted to SEFBHN and include purpose and description of the services delivered during the Agreement period. Properly completed and approved cost reimbursement invoices are due by the 10th of each month. Payments will be released thereafter.

3. **All changes shall begin on June 1, 2026.**

IN WITNESS THEREOF, the parties hereto have caused this 1 page amendment to be executed by their undersigned officials as duly authorized.

**Martin County Board of County
Commissioners**

**Southeast Florida Behavioral Health
Network, Inc.**

Signed by: _____

Name: _____ Don Donaldson _____

_____ Ann M. Berner _____

Title: _____ County Administrator _____

_____ Chief Executive Officer _____

Date: _____

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): 59-600743

Provider FY Ending Date: 09/30

INCORPORATED DOCUMENT

Cost Reimbursement Invoice

PROVIDER NAME: Martin County Board of County Commissioners
 ADDRESS: 435 Southeast Flagler Avenue, Stuart, FL 34994
 FEDERAL ID #: 59-600743
 AGREEMENT #: AGR72
 CIRCUIT: 19

PERIOD COVERED BY THIS REPORT: _____

FY 25/26 BUDGET SUMMARY	TOTAL AGREEMENT AMOUNT FOR C19	C19 AMENDED AMT DATE: Amend #002 Effective Date	TOTAL EXPEND. THIS REPORT	EXPENDITURES YEAR TO DATE
EXPENSES				
Salaries	\$0.00	\$0.00		
Fringe Benefits	\$0.00	\$0.00		
Building Occupancy	\$0.00	\$0.00		
Professional Services	\$0.00	\$0.00		
Travel	\$0.00	\$0.00		
Equipment	\$0.00	\$0.00		
Subcontracted Services	\$0.00	\$0.00		
Operating Supplies and Expenses	\$0.00	\$0.00		
GRAND TOTAL =	\$0.00	\$0.00	\$0.00	\$0.00

AMOUNT OF FUNDS REQUESTED _____

FOR PROVIDER AGENCY USE ONLY:
 I CERTIFY THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES
 AND THAT REPORTED EXPENDITURES HAVE BEEN MADE FOR ALLOWABLE ITEMS RELATED TO THE
 PURPOSE OF THIS AGREEMENT

 SIGNATURE OF PROVIDER AGENCY OFFICIAL

 TITLE

 DATE

 PHONE

FOR INTERNAL USE ONLY:

 DATE INVOICE RECEIVED

 DATE GOODS/SERVICES RECEIVED

 DATE INSPECTED AND APPROVED

 APPROVED BY

 TITLE / DATE

INCORPORATED DOCUMENT

Cost Reimbursement Invoice

PROVIDER NAME: Martin County Board of County Commissioners
 ADDRESS: 435 Southeast Flagler Avenue, Stuart, FL 34994
 FEDERAL ID #: 59-600743
 AGREEMENT #: AGR72
 CIRCUIT: 19

PERIOD COVERED BY THIS REPORT: _____

FY 26/27 BUDGET SUMMARY	TOTAL AGREEMENT AMOUNT FOR C19	C19 AMENDED AMT DATE: Amend #003 Effective Date	TOTAL EXPEND. THIS REPORT	EXPENDITURES YEAR TO DATE
EXPENSES				
Salaries	\$0.00	\$0.00		
Fringe Benefits	\$0.00	\$0.00		
Building Occupancy	\$0.00	\$0.00		
Professional Services	\$0.00	\$0.00		
Travel	\$0.00	\$0.00		
Equipment	\$0.00	\$0.00		
Subcontracted Services	\$0.00	\$0.00		
Operating Supplies and Expenses	\$0.00	\$0.00		
GRAND TOTAL =	\$0.00	\$0.00	\$0.00	\$0.00

AMOUNT OF FUNDS REQUESTED _____

FOR PROVIDER AGENCY USE ONLY:
 I CERTIFY THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES
 AND THAT REPORTED EXPENDITURES HAVE BEEN MADE FOR ALLOWABLE ITEMS RELATED TO THE
 PURPOSE OF THIS AGREEMENT

 SIGNATURE OF PROVIDER AGENCY OFFICIAL

 TITLE

 DATE

 PHONE

FOR INTERNAL USE ONLY:

 DATE INVOICE RECEIVED

 DATE GOODS/SERVICES RECEIVED

 DATE INSPECTED AND APPROVED

 APPROVED BY

 TITLE / DATE

Certification Regarding Eligibility to Contract

- A.** The Managing Entity shall not subcontract for Behavioral Health Services with any person or entity which:
1. Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133, F.S.;
 2. Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;
 3. Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;
 4. Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice; or
 5. Is ineligible for contracting pursuant to the standards in s. 215.473(2), F.S.
- B.** Regardless of the amount of the subcontract, the Managing Entity shall immediately terminate the subcontract for cause, if at any time during the lifetime of the subcontract, the Provider is:
1. Found to have submitted a false certification under s. 287.135, F.S., or
 2. Is placed on the Scrutinized Companies with Activities in Sudan List or
 3. Is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
 4. Is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- C.** The undersigned certifies their agency is qualified and eligible to enter into or maintain a contract with the Managing Entity and none of the criteria listed for disqualification or termination have been met:

Signature	Date
Don Donaldson	AGR72-003
Name of Authorized Individual	Application or Contract Number

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

A. Instructions

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Southwest Florida Behavioral Health Network ("ME") cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the ME at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the ME's assigned Compliance Administrator for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The ME may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the ME contract file. Subcontractor's certification must be kept at the provider's business location.

B. Certification

1. The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
2. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature	Date
Martin County Board of County Commissioners	County Administrator
Company	Title

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

A. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

INTENTIONALLY LEFT BLANK

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<hr/> Signature Don Donaldson <hr/>	<hr/> Date AGR72-003 <hr/>
Name of Authorized Individual Martin County Board of County Commissioners <hr/>	Application or Contract Number
Name of Organization 435 Southeast Flagler Avenue, Stuart, Florida 34994, United States <hr/>	
Address of Organization	

