

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
HENDERSON BEHAVIORAL HEALTH, INC.,  
FOR CRISIS STABILIZATION SERVICES**  
Agreement #:24-CP-HCS-0375-01

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Henderson Behavioral Health, Inc., an active Florida nonprofit corporation ("Provider"), each a "Party" and collectively referred to as the "Parties."

**RECITALS**

- A. The Parties entered into the Agreement for Crisis Stabilization Services on December 14, 2023 (the "Original Agreement").
- B. The Parties then executed the following Contract Adjustments: (i) Contract Adjustment #1 on June 7, 2024, to increase funding during the Initial Term; (ii) Contract Adjustment #2 on October 31, 2024, to exercise Option Period 1; (iii) Contract Adjustment #3 on May 22, 2025, to increase funding for Option Period 1; (iv) Contract Adjustment #4 on September 15, 2025, to increase funding for Option Period 1; and (v) Contract Adjustment #5 on November 21, 2025, to increase funding for Option Period 2. The Original Agreement, as amended by Contract Adjustments #1, #2, #3, #4, and #5, is referred to as the "Agreement."
- C. The Parties now desire to further amend the Agreement to (i) update Sections 10.1, 14.4, and 15.1; (ii) update the contact information for County's Custodian of Public Records; (iii) delete Sections 10.3 and 15.19; (iv) update Exhibit A, Section VI, County Information; and (v) revise and replace Exhibit D-2, Outcomes, and Exhibit E, Required Reports and Submission Dates.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment will retain the meaning ascribed to such terms in the Agreement.
- 2. Unless otherwise expressly stated herein, amendments to the Agreement made under this Amendment are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement remain in full force and effect.

3. Section 10.1 of the Agreement is revised and replaced in its entirety as follows (underlining omitted):
  - 10.1. Provider and Subcontractors must not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Agreement. Provider must include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
4. Section 10.3 of the Agreement is deleted in its entirety.
5. Section 14.4, Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern, of the Agreement is amended as follows:
  - 14.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Provider represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it ~~is~~ has not been identified as a “scrutinized company” company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and ~~for~~ throughout the term of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and ~~for~~ throughout the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.
6. Section 15.1, Rights in Documents and Work, of the Agreement is revised and replaced in its entirety as follows (underlining omitted):
  - 15.1. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Provider specifically for County in connection with performing Services, whether finished or unfinished (“Documents and Work”), will be owned by County and Provider hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and must provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Provider represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in these Standard Terms. Provider must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of the Agreement. Any compensation due to Provider may be withheld until all Documents and Work are provided as set forth herein. Provider must ensure that the requirements of this section are included in all of Provider’s agreements with Subcontractor(s).

7. The last paragraph of Section 15.2. of the Agreement is amended as follows:

...

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6398, ~~ECRENSHAW@BROWARD.ORG~~ CAEVANS@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, SUITE A-360, FORT LAUDERDALE, FLORIDA 33301.**

8. Section 15.19, Drug-Free Workplace, of the Agreement is deleted in its entirety.
9. Exhibit A, Section VI.A, County Information, of the Agreement is amended as follows:

A. For County: Director, Community Partnerships Division  
115 S. Andrews Avenue, Suite A-370  
Fort Lauderdale, Florida 33301  
(954) 357-6398  
[ecrenshaw@broward.org](mailto:ecrenshaw@broward.org)  
[caevans@broward.org](mailto:caevans@broward.org)

10. Exhibit D-2, Outcomes, of the Agreement is revised and replaced in its entirety as follows (underlining omitted):

<b>Outcomes</b>	<b>Indicators</b>	<b>Data Source</b> (Where the data used to complete the quarterly report is found, verified and kept)	<b>Data Collection Method</b> (Who collects data, when and how; special calculation instructions if needed)
Clients are satisfied with the crisis stabilization services.	85% of Clients report they are satisfied with the crisis stabilization services.	Client Satisfaction Surveys	Provider administers Client Satisfaction Surveys at Client discharge. Provider compiles data and reports to County quarterly. <b>Calculation:</b> Number of Clients who report they are satisfied with crisis stabilization services at discharge in the quarter / Total number of Clients discharged from crisis stabilization services in the quarter.
Clients receive an aftercare plan including information about transitioning to community-based services and other	90% of Clients receive an aftercare plan upon discharge.	Client Electronic Health Record	Provider enters the Client-signed copy of Client's aftercare plan into the Client Electronic Health Record or enters an unsigned copy with notes indicating Client's refusal to sign.

Outcomes	Indicators	Data Source (Where the data used to complete the quarterly report is found, verified and kept)	Data Collection Method (Who collects data, when and how; special calculation instructions if needed)
community supports.			Provider compiles data and reports to County quarterly. <b>Calculation:</b> Number of Clients who receive aftercare plan with information about transitioning to community-based services and other community supports in the quarter / Total number of Clients discharged from crisis stabilization services in the quarter.

11. Exhibit E, Required Reports and Submission Dates, of the Agreement is revised and replaced in its entirety with the attached Exhibit E, Required Reports and Submission Dates, (Revision #1).
12. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment will control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.
13. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
14. Provider acknowledges that through the date this Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.
15. This Amendment is effective October 1, 2025.
16. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 22nd day of January 2026, and Provider, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through its  
Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2026

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

**Ronald Honick** Digitally signed by Ronald Honick  
By: \_\_\_\_\_ Date: 2025.12.24 08:43:51 -05'00'  
Ronald J. Honick, III (Date)  
Assistant County Attorney

**Karen S. Gordon** Digitally signed by Karen S.  
By: \_\_\_\_\_ Gordon Date: 2025.12.24 09:23:07 -05'00'  
Karen S. Gordon (Date)  
Senior Assistant County Attorney

RJH/bh  
HBH-CSU-24-CP-HCS-0375-01-Am01  
12/22/2025  
#60070



**Exhibit E – Required Reports and Submission Dates**  
(Revision #1)

<b>Report</b>	<b>Due Date/Frequency</b>	<b># Copies</b>
Equal Employment Opportunity Policy	Due prior to execution of the Agreement and upon revision by Provider	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy, if applicable		1 copy
Certificate of Insurance/Self-insured Verification		1 copy
Continuity Plan (formerly, Continuity of Operations Plan or COOP)	Due upon execution and annually on April 15th	1 copy
Line-Item Budget	Due upon execution and with the submission of the annual final invoice on October 10th	1 copy
Invoice and supporting documentation	10th day of each month Invoices are either emailed to CPD@broward.org with a copy to the Contract Manager or mailed to: Community Partnerships Division 115 S. Andrews Avenue, Suite A-370 Fort Lauderdale, Florida 33301	1 copy
Quarterly Demographic/Performance Report	Due quarterly (specifically, on January 10th, April 10th, July 10th, and October 10th)	1 copy
Current Certificate of Insurance	Due prior to expiration; submit to Repository with a copy to the Contract Manager	1 copy
Audited Financial Statements	Due within 180 days after the close of Provider's fiscal year end; submit to Repository with a copy to the Contract Manager	1 copy
State Financial Assistance Reporting Package, if applicable		
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days after receipt	1 copy
Incident Reports	Due upon request and in accordance with the Provider Handbook	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward	1 copy

**Note: Failure to submit the foregoing reports on or before the due date will result in the suspension of any payments due by County to Provider.**