

**FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
HENDERSON BEHAVIORAL HEALTH, INC.,
FOR TRANSITIONAL HOUSING AND SPECIALTY SHELTER**
Agreement #22-CP-HIP-0375-01

This is a fourth amendment (“Fourth Amendment”) to an agreement between Broward County, a political subdivision of the State of Florida (“County”), and Henderson Behavioral Health, Inc., an active Florida nonprofit corporation (“Provider”), for Transitional Housing and Specialty Shelter (the “Agreement”). County and Provider are each a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. The Parties entered into the original Agreement on March 15, 2022.
- B. The Parties subsequently amended the Agreement through the following:
 - (i) a First Amendment on November 14, 2022, to add a third Option Period;
 - (ii) a Second Amendment on May 26, 2023, to delete the Case Management program; and
 - (iii) a Third Amendment on September 19, 2023, to increase funding for the Transitional Housing program for Option Period 1 and amend the Unit Definition, Cost per Unit of Service, and Required Staff Credentials for Transitional Housing services.
- C. The Parties also executed the following Contract Adjustments: (i) Contract Adjustment #1 on September 15, 2022, to decrease funding for the Initial Term; and (ii) Contract Adjustment #2 on October 17, 2023, to provide the maximum funding amount for Option Period 2.
- D. The Parties have renewed the Agreement, are currently in Option Period 2, and now desire to amend the Agreement to delete Program #2, Specialty Shelter; decrease the Agreement’s maximum funding amount by \$835,375, from \$1,429,597 to \$594,222, for Option Period 2; and update the Agreement Specifications and Outcomes exhibits and the contact information for County’s Custodian of Public Records.

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

- 1. The Agreement is hereby amended to delete Exhibit D-1, Scope of Services, Program #2, Specialty Shelter, in its entirety.
- 2. Exhibit A, Agreement Specifications, of the Agreement is revised and replaced in its entirety with the attached Exhibit A, Agreement Specifications, Revision #1.
- 3. Exhibit D-2, Outcomes, Revision #1, of the Agreement is revised and replaced in its entirety with the attached Exhibit D-2, Outcomes, Revision #2.

4. The title of the Agreement is amended as follows: "Agreement between Broward County and Henderson Behavioral Health, Inc., for Transitional Housing ~~and Specialty Shelter.~~"
5. The last paragraph of Section 15.2., Public Records, 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-~~5686~~ 5136, ~~RMCGUIRE@BROWARD.ORG~~ SEMORALES@BROWARD.ORG, 115 S. ANDREWS AVENUE, SUITE ~~A-360~~ A-370, FORT LAUDERDALE, FLORIDA 33301.

6. In the event of any conflict or ambiguity between this Fourth Amendment and the Agreement (as previously amended), the Parties agree that this Fourth Amendment will control.
7. This Fourth Amendment is effective October 1, 2023. Except as expressly amended, all terms and conditions of the Agreement remain in full force and effect.
8. The Parties have jointly prepared this Fourth Amendment.

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Coding: Words in ~~struck through~~ type are deletions from existing text.
Words in underscoring type are additions.

IN WITNESS WHEREOF, the Parties have made and executed this Fourth Amendment to the Agreement: 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 12th day of December 2023, and Henderson Behavioral Health, Inc., signing by and through its Chief Executive Officer, duly authorized to execute same.

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 _____, 2023

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

By: **ANGELA M. RODRIGUEZ** Digitally signed by ANGELA M. RODRIGUEZ
Date: 2023.11.14 17:37:46
-05'00'
Angela M. Rodríguez (Date)
Assistant County Attorney

By: **Karen S. Gordon** Digitally signed by Karen S. Gordon
Date: 2023.11.15 12:40:28
-05'00'
Karen S. Gordon (Date)
Senior Assistant County Attorney

AMR/bh
HBH-TH - 22-CP-HIP-0375-01-Am04
11/06/2023
#60070

FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
HENDERSON BEHAVIORAL HEALTH, INC.,
FOR TRANSITIONAL HOUSING AND SPECIALTY SHELTER

PROVIDER

Henderson Behavioral Health, Inc.

By: *Dr. Steven Ronik, Chief Executive Officer*
Steven Ronik, Chief Executive Officer

_____ day of 11/14/2023 | 9:48:24 ^{AM} ^{EST}, 2023

EXHIBIT A – AGREEMENT SPECIFICATIONS

Agreement #: 22-CP-HIP-7651-01

Catalog of Federal Domestic Assistance Number (CFDA), if applicable: N/A

Federal Award Identification Number (FAIN), if applicable: N/A

- I. Administering Division: Housing Options, Solutions, and Supports
- II. Agreement Term (Beginning and Ending Dates):
 - A. Initial Term: Commences on October 1, 2021, and continues through September 30, 2022
 - B. Option Period 1: Commences on October 1, 2022, and continues through September 30, 2023
 - C. Option Period 2: Commences on October 1, 2023, and continues through September 30, 2024
 - D. Option Period 3: If exercised, commences on October 1, 2024, and continues through September 30, 2025
- III. Maximum Funding Amounts:
 - A. Initial Term: \$1,228,817
 - B. Option Period 1: \$1,226,686
 - C. Option Period 2: \$594,222
 - D. Option Period 3: TBD
 - E. Extension: Equal to a pro rata amount of the then-existing annual funding amount
- IV. Provider’s Representative: Chief Executive Officer
- V. Official Payee: Henderson Behavioral Health, Inc.

4740 North State Road 7
Lauderdale Lakes, FL 33319
954-486-4005
sronik@hendersonbh.org
- VI. Official Notification Designations:
 - A. For County: Assistant Director, Housing Options, Solutions, and Supports Division
115 S. Andrews Avenue, Suite A-370
Fort Lauderdale, FL 33301
semorales@broward.org
 - B. For Provider: Chief Executive Officer, Henderson Behavioral Health, Inc.
4740 North State Road 7
Lauderdale Lakes, FL 33319
954-486-4005
sronik@hendersonbh.org
- VII. Client Copay: Required Not required
- VIII. Match: Required Not required
- IX. Required Insurance Coverage (nongovernmental entities only):
 - A. Commercial or General Liability: Required Waived
 - B. Business Automobile Liability: Required Waived
 - C. Professional Liability: Required Waived
 - D. Workers’ Compensation & Employer’s Liability: Required Waived
- X. RFP/RLI/RFA Date: March 9, 2021; Published Title: Fiscal Year 2022 General Services Requests for Proposals

EXHIBIT D-2 –OUTCOMES
Revision #2

| Program Name | 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, how; special calculation instructions, if needed) |
|--------------------------------|---|---|--|---|
| Program 1 Transitional Housing | Clients achieve permanent housing status. | 80% of Clients obtain permanent supportive housing within 90 days after initial intake. | Primary Data Source: HMIS Performance Outcome Report (POR) Secondary Data Sources: Client files, case management logs, discharge plans, leases, landlord verification, and/or rental subsidy agreement | Provider updates Client's housing status in HMIS. Provider compiles the data and reports quarterly. Calculation: Number of Clients who obtain housing within 90 days after initial intake / Total number of Clients in housing search during the period under review who may have or may not have been placed in housing (Sample: 60/100=60% retention) |
| Program 1 Transitional Housing | Clients maintain or increase income. | 60% of Clients maintain or increase their total income (from all sources) by the end of the period under review or at program exit. | Primary Data Source: HMIS Performance Outcome Report (POR) Secondary Data Sources: Verifiable third-party documentation (e.g., check stubs, W 2 statements, and/or benefit award letters), Client files, case management logs, or discharge plans | Provider completes an initial income assessment during Client's program entry and updates Client's income status in HMIS in the annual assessment 30 days before the anniversary of Client's entry date in the program. Provider compiles data and reports quarterly. Calculation: Number of Clients who maintain or increase income (from all sources) during the period under review or at program exit / Total number of Clients served, with or without income, during the period under review (Sample: 85/135=63%) |
| Program 1 Transitional Housing | Clients remain permanently housed. | 80% of Clients who exited the program to a positive outcome, as determined by the U.S. Department of Housing and Urban Development (HUD), remain permanently housed for a minimum of 6 months after program exit. | Primary Data Source: HMIS Performance Outcome Report (POR) Secondary Data Sources: Client files, case management logs, discharge plans, leases, landlord verification, and/or rental subsidy agreement | Provider updates Client's housing status in HMIS upon exit to permanent housing and confirms 6 months after exit. Provider reviews Client's status in HMIS to ensure Client has not returned to homelessness. Provider compiles the data and reports quarterly. Calculation: Number of Clients who exit the program to a positive outcome and remain permanently housed for a minimum of 6 months after program exit / Total number of Clients who exit to a positive outcome during the period under review (Sample: 60/100=60% retention) |