

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
BROWARD BEHAVIORAL HEALTH COALITION, INC.
FOR CONSULTATION SERVICES FOR THE POST-ARREST JAIL DIVERSION PROGRAM
FOR IMPROVED COMMUNITY REINTEGRATION**

Agreement #: 24-CP-HCS-2199-01

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

RECITALS

- A. The Parties entered into the original Agreement on September 9, 2024, for Consultation Services for the Post-Arrest Jail Diversion Program ("Agreement").
- B. On November 21, 2024, the Parties executed a First Amendment to allocate Program 1 funds to Client support services and program administration for Option Period 1.
- C. The Parties are currently in Option Period 1 and desire to amend the Agreement to (i) add a second program and allocate funding for this new program, including the addition of relevant exhibits, and (ii) revise the Budget and Reimbursement exhibit for both programs.

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 5.1 of the Agreement is hereby amended as follows:
 - 5.1. Maximum Amounts: The maximum annual amounts payable for the Initial Term and each Option Period, if exercised, under this Agreement must not exceed One Million Five Hundred Thousand Dollars ~~(\$1,000,000)~~ (\$1,500,000). Payment will be made only for Services actually performed and completed under this Agreement as set forth in Exhibit C-3, Budget and Reimbursement, which amounts will be accepted by Consultant as full compensation for all such Services. Consultant acknowledges that the amounts set forth in this Agreement are the

maximum amounts payable and constitute a limitation upon County's obligation to compensate Consultant for Services. These maximum amounts, however, do not constitute a limitation of any sort upon Consultant's obligation to perform all Services.

4. The Agreement is hereby amended to add Program #2, Diversion for Mentally Ill Individuals in Jail (DMIJ), including the attached Exhibit C-1, Scope of Services, Exhibit C-2, Outcomes and Indicators, and Exhibit D, Invoice.
5. Exhibit C-3, Budget and Reimbursement, of the Agreement is revised and replaced in its entirety with the attached Revised Exhibit C-3, Budget and Reimbursement.
6. 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.
7. 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.
8. Consultant acknowledges that through the date this Amendment is executed by Consultant, Consultant has no claims or disputes against County with respect to any of the matters covered by the Agreement.
9. This Amendment is effective November 22, 2024.
10. 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.

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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 County Administrator, authorized to execute same by Board action on the _ day of _ 2025, and Consultant, signing by and through its duly authorized representative.

COUNTY

Broward County, by and through its
County Administrator

By: _____
Monica Cepero, County Administrator

_____ day of _____, 2025

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: **Ronald Honick** Digitally signed by Ronald Honick
Date: 2025.05.06 11:01:58 -04'00'

SRonald J. Honick, III Date
Assistant County Attorney

By: **Karen S. Gordon** Digitally signed by Karen S.
Gordon
Date: 2025.05.06 12:16:29 -04'00'

Karen S. Gordon Date
Senior Assistant County Attorney

RJH/bh
BBHC-PAD-24-CP-HCS-2199-01-Am02
4/30/2025
#60070

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BROWARD BEHAVIORAL HEALTH COALITION, INC., FOR CONSULTATION SERVICES FOR THE
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Agreement #: 24-CP-HCS-2199-01

CONSULTANT

Broward Behavioral Health Coalition, Inc.

By: Silvia Quintana
Silvia Quintana, Chief Executive Officer

2 day of May, 2025

EXHIBIT C-1

Scope of Services

Agreement #: 24-CP-HCS-2199-01

Consultant: Broward Behavioral Health Coalition, Inc.

Program: Diversion for Mentally Ill Individuals in Jail (DMIJ)

Program #: 2

I. Scope of Services:

- A. Program Description: Consultant will provide services for jailed individuals experiencing serious mental illness who have more than three prior felony convictions through this Diversion for Mentally Ill Individuals in Jail program ("DMIJ Program"). Individuals faced with serious mental illness and felony charges are at risk for psychological decompensation (meaning the progressive loss of normal functioning or worsening of psychiatric symptoms) which may lead to incompetence and involuntary civil commitment. Consultant's DMIJ Program is designed to prevent this outcome through a broad combination of services. Consultant's DMIJ Program uses case managers ("Case Managers") to provide comprehensive referrals and linkages to community-based services, ensure participants obtain necessary treatment, monitor participant performance, follow-up with participants regarding progress toward meeting case plan goals, provide reports and updates to the presiding court, ensure continuity of services by providers in the community, and document participant progress and conditional release plan benchmark achievements (collectively, "Intensive Care Coordination"). Consultant's DMIJ Program also includes peer support services, housing assistance, benefits coordination, and crisis intervention and stabilization services ("Crisis Beds").

The DMIJ Program is designed to monitor competent individuals for up to twelve (12) months. However, with approval of the presiding Broward County Mental Health Court judge (the "Court"), Consultant may serve participants requiring additional treatment for up to an additional six (6) months, for an aggregate maximum of eighteen (18) months. The DMIJ Program works to reduce involuntary civil commitments, facilitate mental health and substance use treatment, ensure housing stability, maximize participant benefit enrollment, and improve community reintegration for jailed individuals who suffer from mental illness but who have too many prior felony convictions to qualify for Consultant's PAD Program (Program #1 in this Agreement).

- B. Population of Focus: Individuals who meet all the eligibility criteria listed below ("Clients").

1. Eligibility Criteria:

- a. Be arrested in Broward County;
- b. Be eighteen (18) years of age or older;
- c. Be identified as having a serious mental illness or developmental disability under Section 393.063, Florida Statutes (with or without a co-occurring substance use disorder);

- d. Be charged with a second- or third-degree felony, excluding any burglary dwelling or firearm charges;
 - e. Have more than three (3) convictions for prior nonviolent felony offenses; and
 - f. Be approved by the State Attorney's Office for the 17th Judicial Circuit of the State of Florida ("State Attorney's Office") for admission into the DMIJ Program.
 - 2. Notwithstanding the above eligibility criteria, the Court has the ultimate discretion to determine a prospective Client's eligibility for the DMIJ Program.
 - 3. Documentation of Eligibility: Consultant must screen all prospective Clients for the following:
 - a. Verification of Broward County arrest;
 - b. Verification of age;
 - c. Verification of criminal history;
 - d. Completed screening documenting a serious mental illness or developmental disability; and
 - e. Approval by an Assistant State Attorney from the State Attorney's Office.
 - C. A minimum of 75 unduplicated Clients must be provided services under the DMIJ Program annually.
- II. Other Requirements:
- A. Consultant must:
 - 1. Accept referrals made by the Broward Sheriff's Office staff, Broward Sheriff's Office's contracted medical provider, and the attorney for the defendant, as long as those referrals are submitted through the State Attorney's Office with documentation that the prospective Client meets the DMIJ Program eligibility criteria and has been approved for admission by the State Attorney's Office;
 - 2. Accept referrals from the State Attorney's Office and the Court;
 - 3. Obtain informed consent from each prospective Client prior to providing services;
 - 4. Upon receipt of all releases and after obtaining consent required by Applicable Law, administer a needs assessment and ensure the needs assessment is signed by Client and a clinician;
 - 5. Refer Client for other appropriate screenings to assess Client's mental health, substance use, and risk for substance use disorder;
 - 6. Request any additional documentation of severe mental illness needed to facilitate Client's application for benefits;
 - 7. Prepare and submit a report to the Court setting forth the services required for Client ("Case Plan");
 - 8. Upon agreement as to the terms of the Case Plan, document receipt of an acceptance letter from the State Attorney's Office for entry into the DMIJ Program;

9. Participate in Supplemental Security Income and Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (“SOAR”) to increase access to Social Security disability benefits for Clients who are experiencing or are at risk of homelessness;
10. Develop and enter into agreements with community-based providers to expedite access to Crisis Beds for DMIJ Clients;
11. Provide ongoing housing support programs to equip Clients with housing and the necessary skills to maintain a stable home environment within the community;
12. Provide transitional housing options through agreements with third parties;
13. Submit executed agreements with third parties to County within thirty (30) calendar days of execution;
14. Utilize Evidence-based Practice (“EBP”) models when providing Intensive Care Coordination services;
15. Use EBP models to develop and implement an Individual Placement and Support (IPS) supported employment program that is tailored to individuals with mental illness to facilitate Client employment and contribute to the overall well-being of Clients, in accordance with the description of supported employment provided by the Florida Department of Education Vocational Rehabilitation program online at: <https://www.rehabworks.org/adult-programs/supported-employment.html>;
16. Monitor and document Client progress toward Case Plan goals, either directly or by relying on a third-party clinician;
17. Monitor Client progress toward conditional release plan benchmarks, as determined by the Court, and report Client progress and conditional release plan benchmark achievements to the Court;
18. Before each Client completes twelve (12) months in the DMIJ Program, determine whether that Client requires additional time in the DMIJ Program, confer with the Client’s attorney and the assigned Assistant State Attorney, and make recommendations to the Court based on the recommendations of the attorneys and the assigned Case Manager;
19. At the end of the DMIJ Program, inform the Court regarding the Client’s performance in the DMIJ Program and make recommendations regarding the appropriate sentence;
20. Submit any requests for changes to the outcomes set forth in Exhibit C-2, Outcomes and Indicators, in writing, subject to approval by the Contract Administrator at their sole discretion; and
21. When providing Crisis Beds, adhere to all the requirements outlined in the Broward County Human Services Department Crisis Stabilization Unit Service Delivery Model (SDM), accessible online at: <https://www.broward.org/CommunityPartnerships/Documents/Crisis%20Stabilization%20Unit%20SDM.pdf>.

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EXHIBIT C-2
Outcomes and Indicators
Program 2

Outcomes			
Consultant provides Clients with the services needed to address their mental health and/or substance use issues.	85% of Clients who are referred to mental health/substance use treatment are successfully enrolled in treatment within 90 days of acceptance into the DMUJ program.	Consultant obtains monthly tracking report from Subconsultant and provides report each month to Contract Manager.	Subconsultant's Care Coordinator documents program enrollment and services in Client file and reports to Consultant monthly. Consultant provides reports monthly to Contract Manager. Calculation: Number of Clients successfully enrolled in program within 90 days of acceptance into DMUJ Program/number of Clients who are referred to mental health/substance use treatment or other supportive services.
Clients are not rearrested while in the DMUJ Program.	80% of Clients in the DMUJ program are not rearrested while enrolled in the program.	Consultant obtains monthly tracking report from Subconsultant and provides report each month to Contract Manager.	Subconsultant's Care Coordinator documents program enrollment in Client file and reports to Consultant monthly. Consultant provides reports monthly to Contract Manager. Calculation: Number of Clients who are not rearrested while in the DMUJ Program/number of Clients in the DMUJ Program.

EXHIBIT C-3
Revised Budget and Reimbursement

PROGRAM #1 - PAD Program				
Subconsultant: Psycho-Social Rehabilitation Center, Inc., d/b/a Fellowship House				
FTE #	Positions	Salary	Salary + Fringe 25%	Subtotal Salaries
0.2	VP of Behavioral Health	\$ 110,000	\$ 128,700	\$ 25,740.00
0.3	Supervision	\$ 90,000	\$ 124,020	\$ 37,206.00
1.0	Lead Case Manager	\$ 55,000	\$ 67,485	\$ 67,485.00
5.0	Case Manager	\$ 45,000	\$ 56,250	\$ 271,003.75
1.0	SOAR Specialist	\$ 45,000	\$ 51,300	\$ 51,300.00
1.0	Operational Support	\$ 41,600	\$ 44,928	\$ 44,928.00
1.0	Admissions Coordinator	\$ 47,381	\$ 51,171	\$ 25,585.74
	Fellowship House Total			\$ 523,248.49
	Travel and Support Services			Subtotal
Miscellaneous	Operational Cost (Rent, Insurance, Phones, and IT support)			\$ 120,000.00
	Mileage (1,000 miles)			\$ 1,500.00
	Travel - Conferences and Training			\$ 1,500.25
	Travel and Support Services Total			\$ 123,000.25
	Residential Services & Client Supports and Flex Funds			Subtotal
	Transportation			\$ 8,000.00
	Employment Supports			\$ 1,000.00
	Service Category	Rate	Amount Bed Days	
	Short Term Residential	431.33	62	\$ 26,742.46
	Residential 1	273.46	180	\$ 49,222.80
	Residential 2	249.96	200	\$ 49,992.00
	Transitional Housing with Supports & Respite	Varied	Varied	\$ 118,794.00
	Residential Services & Client Supports and Flex Funds Total			\$ 253,751.26
	Operational Oversight			Subtotal
	Operational Oversight by Consultant			\$ 100,000.00
	Operational Oversight Total			\$ 100,000.00
	Program 1 Total			\$ 1,000,000.00

PROGRAM #2 - DMJ Program				
Subconsultant: Psycho-Social Rehabilitation Center, Inc., d/b/a Fellowship House				
FTE #	Positions	Salary	Salary + Fringe 25%	Total Salaries
2	Case Managers	\$ 45,000	\$ 112,500	\$ 112,500
1	Peer Specialist	\$ 40,000	\$ 10,000	\$ 50,000
	Total Salaries			\$ 162,500
Miscellaneous	Laptops, IT support, Phones			\$ 4,135
	Mileage			\$ 750
	Travel - Conferences and Training			\$ 300
	Total Miscellaneous			\$5,185
Client Supports and Flex Funds	Transportation			\$ 2,500
	Employment Supports			\$ 1,500
	Housing			\$ 150,000
	Housing Supports			\$ 21,000
	Total Supports			\$ 175,000
Community Beds				
Number of beds	Level of Care	Rate	Number of days	
1	Crisis Bed	\$ 431	365	\$ 157,315
	Total Beds			\$ 157,315
			Program 2 Total	\$ 500,000

EXHIBIT D – Invoice

Invoice #			
Broward Behavioral Health Coalition, Inc. 3521 West Broward Boulevard, Suite 206 Lauderhill, FL 33312 (954) 622-8121 Vendor ID: VS0000012199	Agreement Number: 24-CP-HCS-2199-01		Date Stamp: On time? Yes <input type="checkbox"/> No <input type="checkbox"/>
	Program 2 Amount: \$500,000		
	Program Name: Diversion for Mentally Ill Individuals in Jail (DMJ)		
Billing Period for This Invoice (Month/Year):			
A. Total Units Billed			
Reimbursable	\$ Value This Month	\$ Value Year to Date	Maximum \$ Allowed
Fellowship House			
Miscellaneous Funds			
Client Supports and Flex Funds			
Community Beds			
\$ Total for This Invoice:			
\$ Grand Total:		\$	\$500,000
B. CERTIFICATION: The undersigned, as an authorized signatory for the Agreement between Broward County and Broward County and Broward Behavioral Health Coalition, Inc., hereby affirms and certifies that the Services billed herewith have been delivered to Clients on behalf of Broward County in accordance with the Agreement, that all Clients served have met the program eligibility requirements, and that complete and accurate documentation is available to support services, payment, and pricing requested. Consultant also represents to County that no other reimbursement is used for Invoiced Services in accordance with the "Compensation" article of the Agreement.			
Authorized Signatory Name and Title:		Authorized Signature and Date:	
FOR COUNTY USE:		FUND/PROG/DEPT/ACCT/BUS UNIT/ACTIVITY/PROJ/BUD REF: 100010-40303020-580210	
CSA Reviewer/Date:		OAS Reviewer/Date:	
I hereby certify that the backup documentation is complete, accurate, and supports the payment requested. Approver Signature/Date:			
Requisition #:		Date:	
P.O. #:			
Receipt #:			