

FIRST AMENDMENT
to
SERVICES CONTRACT
between
CITY OF JACKSONVILLE
and
I.M. SULZBACHER CENTER FOR THE HOMELESS, INC.
for
MENTAL HEALTH OFFENDER PROGRAM

This First Amendment to Services Contract (this “Amendment”) is made and entered into as of this ___ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and laws of the State of Florida (the “City”), and **I.M. SULZBACHER CENTER FOR THE HOMELESS, INC.**, a Florida not for profit corporation, with its principal offices located at 611 East Adams Street, Jacksonville, Florida 32202 (“Contractor”).

W I T N E S S E T H:

WHEREAS, the City and Contractor are parties to a Services Contract dated February 8, 2020 (City Contract #616286-21), pursuant to which Contractor has agreed to provide a Mental Health Program for Jail Diversion for Mentally Ill Misdemeanor Offenders (the “Contract”);

WHEREAS, the Contract was inadvertently given an Effective Date of February 8, 2020 rather than the correct Effective Date of February 8, 2021;

WHEREAS, the City and Contractor have agreed to amend the terms of the Contract to correct the Effective Date, increase by \$133,800 the amount of funds available under the Contract and extend the Contract through September 30, 2022;

WHEREAS, the Contractor has agreed to use such additional funds to provide additional Services as described in the funding request dated May 4, 2021 and attached to this Amendment as Exhibit A (the “Additional Services”) and

WHEREAS, pursuant to Ordinance 2021-___-E, the Jacksonville City Council appropriated such funds and approved and authorized the execution of this Amendment by the City;

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract, the parties agree as follows:

1. Background Facts. The Recitals set forth above are true and correct and incorporated herein by this reference.

2. **Capitalized Terms.** Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

3. **Compensation.** City shall pay Contractor for the Additional Services on a cost reimbursement basis each month for expenses incurred by Contractor during the prior month upon receipt of a proper invoice therefor in accordance with the terms of the Contract.

4. **Amendment to Exhibit B.** Exhibit B to the Contract shall be deleted in its entirety and replaced by the revised Exhibit B attached to this Amendment.

5. **Amendment to Term.** Section 2 of the Agreement shall be deleted in its entirety and replaced with the following provision:

2. **Term.** This Contract shall commence on February 8, 2021 and shall continue through September 30, 2022 unless sooner terminated in accordance with the terms of this Contract.

6. **Amendment to Maximum Indebtedness.** Section 3 of the Agreement shall be deleted in its entirety and replaced with the following provision:

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **FOUR HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$483,800.00)**. All of the City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

7. **Authority.** Contractor represents and warrants to City that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Agreement, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to City that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

8. **Ratification of the Agreement.** The provisions of the Agreement as previously amended shall remain in full force and effect except as expressly provided in this Amendment.

9. **Entire Agreement.** This Amendment is the entire agreement of the parties regarding the modifications to the Agreement as provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

10. Counterpart Execution. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. The parties further agree that the electronic transmission of all signatures shall constitute and be evidence of an executed Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

I.M. SULZBACHER CENTER FOR THE HOMELESS, INC.

WITNESS:

_____ By: _____
Cindy Funkhouser, President and CEO

ATTEST: CITY OF JACKSONVILLE

By: _____ By: _____
James R. McCain, Jr. Lenny Curry
Corporation Secretary Mayor

Encumbrance and funding information for internal City use:
Account or PO Number:

Amount.....\$133,800.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract Number: 616286-21

Form approved:

Office of General Counsel

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Exhibit A



May 4, 2021

Councilman Ron Salem
City of Jacksonville
Office of the City Council
117 W. Duval Street, Suite 425
Jacksonville, FL 32202

Dear Councilman Salem,

The I.M. Sulzbacher Center for the Homeless, Inc. (Sulzbacher), would like to take this opportunity to thank you profusely for all you did last year to advocate for the funding and launch of the new and innovative project- the Mental Health Offender Program.

As you know-this has been a very exciting pilot and thus far through the first quarter -has seen some impressive outcomes. This project, which was championed by you at the City, Chief Judge Mahon on the court side, Sheriff Williams from JSO, Melissa Nelson, our State Attorney and Judge Coffey, our Public Defender-has been an incredible collaborative success.

As in all pilots, as the implementation begins you recognize that there are additional needs in order to make the program work more smoothly in the future. It is with that in mind that we request consideration of this increased service proposal. As staff works with the very vulnerable and ill client base, they are finding the need for a dedicated vehicle to visit them at hotels, take them to appointments, to shop for groceries, bring them in for their court appearances etc. There is more travel involved than originally anticipated and for many of the clients they are too sick to navigate the bus system safely. We are requested to purchase a pre-owned van in order to allow for all of the transportation needs.

We have also discovered that many of the people coming out of jail and released to the MHOP staff are actively psychotic and completely unmedicated. Putting someone in this condition directly into a hotel has proven in some cases to be unsuccessful and problematic. In the Miami model, they have a safe place where they can put these very ill people for the first couple of weeks until they can become stabilized. We would like to create such a place at Sulzbacher. We actually have a wing of rooms that could be renovated for this purpose-it is currently office space; we would also locate all of the MHOP staff to the same wing so that the entire program could be self-contained. We do have some rehabbing/furnishing needs in order to make that work.

Lastly, we have realized the need for a freezer and refrigerator in the MHOP project in order to keep food for those in the hotels and we need some additional technology for communication between the clients, staff and the court system. This is in the form of 20 prepaid cell phone for the clients and 2 laptops for the staff which will better facilitate the virtual court sessions required.

We are therefore requesting consideration of the following funding which will assist in making the MHOP program function more smoothly as we actively look to grow the program next year:

Funding Needs

- Rehab wing at Sulzbacher to add 5 MHOP stabilization rooms and 4 MHOP offices-this includes adding 3 security doors, painting, furnishing a community room and repairing bathroom and laundry room **\$25,000**
- Furnishing for 5 MHOP rooms- this includes bed,TV, mini fridge, chest and bedding **\$4,800**
- Communication Equipment- 20 phones with prepaid minutes and 2 laptops **\$6000**
- Pre-owned 6 passenger van and wrap- to transport clients to hotels and required appointments **\$39,000**
- Fuel for van- \$500 per monthx4- **\$2000**
- Client Personal Needs (clothes, bedding etc.) - **\$500**
- Client Food - **\$500**
- Travel- training, conferences, Miami visit **\$5,000**
- .2 Psychiatrist-psychiatrist is spending far more time-**\$22,000** (Sulzbacher will match)
- .5 FTE-Salary and benefits-Rapid Rehousing Housing Case Manager- **\$30,000**

Total funding Request: \$133,800

We are very excited about the preliminary success of the Mental Health Offender Program pilot. As we look to the future and as we learn more from our friends in Miami we seek to improve on our model as we go along. The amazing success that they have achieved in Miami has happened over many years, our goal is to replicate that success here in Jacksonville. This is an extremely challenging clientele, some of the most vulnerable people in our community. We are already seeing these people's lives change for the better in the short time this project has been in operation and that has been very gratifying.

We appreciate the strong support and partnership that City Council has historically afforded Sulzbacher- we feel that the partnership has always been mutually beneficial. We particularly are grateful for your personal advocacy and commitment to this critical project.

Thank you for your consideration,

Cindy Funkhouser
President and CEO

**Exhibit B
Budget**

EXPENSES:

Personnel:	Request:	Sulzbacher Match
.6 FTE Psychiatrist @ \$136,670 to devote time to working with individuals suffering from mental illness in this program. \$49,334 is requested from this grant and \$32,668 will be matched from Sulzbacher's HRSA grant.	\$49,334	\$32,668
.5 FTE Psychiatric ARNP @ \$100,000 to work with persons suffering from mental illness in this program.	\$50,000	\$0
1 FTE Intensive Case Manager @ \$32,000 to provide intensive case management and linkage to services for clients in this program.	\$32,000	\$0
.75 FTE SOAR Processor @ \$40,000 to provide linkage to benefits for clients.	\$30,000	\$0
.75 FTE Peer Support Specialist @ \$30,000 to provide ongoing support and counseling for clients.	\$22,500	\$0
.5 FTE Behav. Health Rapid Rehousing Case Manager, @ \$47,620.	\$23,810	\$0
.25 Gateway Substance Abuse Counselor (contracted by Sulzbacher)	\$0	\$20,000
.25 Goodwill Job Counselor (contracted by Sulzbacher)	\$0	\$15,000
Total Personnel:	\$207,644	\$67,668

Fringe Benefits:	Request:	
Payroll Taxes @ 7.65%:	\$10,377	\$4,029
Health @ 11.75%:	\$12,206	\$9,920
Retirement @ 1.8%:	\$1,521	\$9,480
Worker's Compensation @ 2.55%:	\$2,155	\$13,430
Unemployment @ 1.25%:	\$1,056	\$658
Disability @ 1%:	\$845	\$527
TOTAL FRINGE @ 26% (benefits provided for .75 FTE and 1.0 FTE positions only):	\$28,160	\$38,044

Travel:	Request:	
Local travel for staff to perform home visitation and provide direct client services. Figured at 400 miles/month x 12 months x 2.5 FTE x \$.43 per mile = \$3,225.	\$3,225	\$0
Travel to trainings, converences, Miami visit, figured at \$4,000.	\$4,000	\$0
Total Travel:	\$7,225	\$0

Equipment:	Request:	
4 cell phones and plans for program staff to ensure access to care for program clients, figured at \$50/month per phone and plan x 12 months = \$2,400.	\$2,400	\$0
6 laptop computers for data entry and accurate record-keeping, figured at \$625 each = \$3,750.	\$3,750	\$0
Communications equipment - 20 phones with prepaid minutes at \$4,750.	\$4,750	\$0
Pre-owned 6 passenger van and wrap, to transport clients to hotels and required appointments, figured at \$39,000.	\$39,000	\$0
Total Equipment:	\$49,900	\$0

Supplies:	Request:	
Office supplies, to include paper, pens, pencils, file folders, binders, etc., for program staff to use in the execution of the program. Figured at \$71 per year.	\$71	\$0
Total Supplies:	\$71	\$0

Other:	Request:	
Housing through vouchers or other sources, figured at \$800 per month x 9 months x 20 clients = \$144,000.	\$144,000	\$0
Hotel costs for up to two weeks per client until they are placed in permanent housing, figured at \$300 per week x 2 weeks x 20 clients in one year = \$12,000.	\$12,000	\$0
Food vouchers for program clients until they can be connected to income or Foodstamps. Figured at \$100 per client x 20 clients = \$2,000.	\$2,000	\$0
Client Food, figured at \$500.	\$500	\$0
Client Personal Needs (clothes, bedding, toiletries, etc.)	\$500	\$0
Pharmaceuticals (will supply all necessary Psychotropic and other meds) approx \$1000 per patient per year.	\$0	\$100,000
Rehab. Of wing at Sulzbzcher to add 5 MHOP stabilization rooms and 4 MHOP offices - this includes adding 3 security doors, painting, furnishing a community room and repairing bathroom and laundry room. Figured at \$25,000.	\$25,000	\$0
Furnishing 5 MHOP rooms - this includes bed, TV, mini-fridge, ches and bedding. Figured at \$4,800.	\$4,800	\$0
Fuel for van, figured at \$500 per month x 4 months = \$2,000.	\$2,000	\$0
Total Other:	\$190,800	\$100,000
TOTAL EXPENSES:	\$483,800	\$205,712