

FOURTH AMENDMENT TO SERVICES CONTRACT
(Mental Health Offender Program)

THIS FOURTH AMENDMENT TO SERVICES CONTRACT (this “**Fourth Amendment**”) is dated this ____ day of _____, 2023 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”), and **I.M. SULZBACHER CENTER FOR THE HOMELESS, INC.**, a Florida not-for-profit corporation (“**Contractor**”).

WHEREAS, the City and Contractor are parties to a Services Contract (City Contract #616286-21) dated February 8, 2021, for Contractor to provide services for a jail diversion program for mentally ill misdemeanor offenders known as the Mental Health Offender Program (the “**Program**”), as amended by that certain First Amendment to Services Contract dated July 27, 2021, that certain Second Amendment to Services Contract dated August 31, 2022, and that certain Third Amendment to Services Contract dated _____, 2023 (collectively, the “**Contract**”); and

WHEREAS, the parties desire to amend the Contract to increase the maximum indebtedness by \$125,000 as authorized by Ordinance 2023-_____-E, to a new total maximum indebtedness not to exceed \$1,378,800.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above-stated recitals are correct and true and are hereby incorporated in and made a part of this Fourth Amendment.

2. Capitalized Terms. Unless otherwise defined in this Fourth Amendment, all capitalized terms have the meanings given to them in the Contract.

3. Amendment to Maximum Indebtedness. Section 3 of the Contract is hereby amended and shall read as follows:

3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City’ maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed **ONE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$1,378,800.00)**. All of the City’s obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

4. Amendment to Exhibit B (Budget). **Exhibit B (Budget)** to the Contract is hereby deleted and replaced with the **Revised Exhibit B** attached hereto and incorporated herein by this reference.

5. Authority. Contractor represents and warrants to the City that Contractor has full right and authority to execute and perform its obligations under this Fourth Amendment and the

Contract, and Contractor and the person(s) signing this Fourth Amendment on Contractor's behalf represent and warrant to the City that such person(s) is duly authorized to execute this Fourth Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence such authority.

6. Ratification of Contract. The provisions of the Contract remain in full force and effect except as expressly provided in this Fourth Amendment.

7. Entire Agreement. This Fourth Amendment is the entire agreement of the parties regarding the modifications to the Contract 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 successors, legal representatives, and assigns.

8. Counterparts; Electronic Signatures. This Fourth 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 contract.

[Remainder of page intentionally left blank. Signature page follows.]

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

WITNESS:

I.M SULZBACHER CENTER FOR THE HOMELESS, INC.

Signature

By: _____
Cindy Funkhouser
President and CEO

Print Name

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

Encumbrance and funding information for internal City use:

Account or PO Number:
Total Amount: \$1,378,800.00

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase order(s) that must reference the 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), Jacksonville Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrance(s) shall be made by subsequent purchase order(s), as specified in the contract.

Director of Finance
City Contract #616286-21, Amendment 4

Form approved:

Office of General Counsel

GC-#1558041-v1-Sulzbacher - _MHOP_Services_Contract_4th_Amend.docx

Revised Exhibit B (Budget)

Fourth Amendment to Services Contract
(Mental Health Offender Program)

Revised Exhibit B (Budget)

CITY GRANT PROGRAM MONTHLY FINANCIAL REPORT (Start-up) Fiscal Year 2022/2023

Name of Agency: IM Sulzbacher

Program Title: MHOP

Month Beginning: Start-up Month Ending: Start-up

PART I: SUMMARY OF REVENUE	APPROVED BUDGET	REVISED APPROVED BUDGET	PROJECTED START UP EXPENSES	TOTAL RECEIPTS YEAR-TO-DATE	REMAINING BALANCE
Public Service Grant Funds Received	\$ 447,500		\$ -	\$ -	\$ 447,500.00
PART II: EXPENDITURES	APPROVED BUDGET	REVISED APPROVED BUDGET	PROJECTED START UP EXPENSES	TOTAL EXPENDITURES YEAR-TO-DATE	REMAINING BALANCE
Compensation (1200)					
MHOP Director/Psychiatrist	\$ 105,000.00	\$ -	\$ -	\$ -	\$ 105,000.00
Psychiatrist	\$ 149,008.00	\$ -	\$ -	\$ -	\$ 149,008.00
Behavioral Health Counselor	\$ 15,730.00	\$ -	\$ -	\$ -	\$ 15,730.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits					
FICA and Med Tax (2101)	\$ 9,235.85	\$ -	\$ -	\$ -	\$ 9,235.85
Health Insurance (2304)	\$ 12,893.96	\$ -	\$ -	\$ -	\$ 12,893.96
Retirement	\$ 4,442.86	\$ -	\$ -	\$ -	\$ 4,442.86
Dental		\$ -	\$ -	\$ -	\$ -
Life Insurance		\$ -	\$ -	\$ -	\$ -
Worker's Compensation	\$ 929.62	\$ -	\$ -	\$ -	\$ 929.62
Unemployment	\$ 108.66	\$ -	\$ -	\$ -	\$ 108.66
Other (LT Disability)	\$ 156.95	\$ -	\$ -	\$ -	\$ 156.95
Occupancy Expenses					
Staff Training/Enrichment	\$ 4,295.00	\$ -	\$ -	\$ -	\$ 4,295.00
Telephone	\$ 2,573.01	\$ -	\$ -	\$ -	\$ 2,573.01
Storage	\$ 1,188.00	\$ -	\$ -	\$ -	\$ 1,188.00
Maintenance, Fuel and Repairs	\$ 2,457.00	\$ -	\$ -	\$ -	\$ 2,457.00
Mileage/Travel	\$ 7,703.59	\$ -	\$ -	\$ -	\$ 7,703.59
General Office/Supplies	\$ 3,900.00	\$ -	\$ -	\$ -	\$ 3,900.00
Vehicle Insurance	\$ 10,857.58	\$ -	\$ -	\$ -	\$ 10,857.58
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Client Expenses					
Client Housing, Furnishing & Supplies	\$ 45,462.62	\$ -	\$ -	\$ -	\$ 45,462.62
Client Community Integration	\$ 4,983.01	\$ -	\$ -	\$ -	\$ 4,983.01
Client Food & Essentials	\$ 54,511.34	\$ -	\$ -	\$ -	\$ 54,511.34
Client Transportation	\$ 9,612.00	\$ -	\$ -	\$ -	\$ 9,612.00
Consumables/Pharmaceuticals	\$ 2,450.96	\$ -	\$ -	\$ -	\$ 2,450.96
				\$ -	\$ -
TOTALS	\$ 447,500.00	\$ -	\$ -	\$ -	\$ 447,500.00

Rev. 09-9-10

Prepared By:

Agency:

Name:

Title:

Date:

Signature:

Approved By:

Agency:

Name:

Title:

Date:

Signature:

For COJ Use Only. Do not complete

Approved By:

City of Jacksonville:

Name:

Title: Human Services Planner III

Date:

Signature:

*This request is submitted pursuant to Section 837.06, Florida Statutes

Revised Exhibit B (Budget)

EXPENSES:

Personnel:
0.43 FTE MHOP Director/Psychiatrist to oversee all aspects of the program at Sulzbacher and act as liaison with court, public defender's office, state attorney's office, jail, and other community partners.
.55 FTE MHOP Psychiatrist to conduct initial screenings, meds, therapy services
.20 FTE Behavioral Health Counselor
Total Personnel:

Fringe Benefits:
FICA @ 7.65%
Health @ 10.68%
Retirement @ 3.68%
Dental
Life Insurance
Workers Compensation @.77%
Unemployment @0.09%
Disability @ 0.13%
TOTAL FRINGE @ 23%

Occupancy Expenses
Staff Training/Enrichment: Team building exercises and burnout prevention activities 125 per session @ 1 per month for \$1,500 per year . Furthering Education, CEUs for 13 employees, \$2,795 per year.
Telephone: 6 cell phones and plans for program staff to ensure access to care for program clients, figured at \$27.40/month per phone and plan x 12 months = \$1,973.01. Ring video doorbell for MHOP wing, service plan \$50 per month for 12 months = \$600.00.
Storage for donations, furniture, and client personal belongings temporary storage for when client is hospitalized. Figured at \$99 per month for 12 months.
Maintenance, Fuel and Repairs: Fuel for MHOP van figured at \$150/month for 12 months = \$1,800. Routine maintenance and cleaning of MHOP van @ \$657 per year.
Mileage/Travel: Local travel for staff to perform home visitation and provide direct client services. Figured at 980.15 miles/month x 12 months x \$.655 per mile = \$7,704.
General Office/Supplies: Office supplies, to include paper, pens, pencils, file folders, binders, etc., for program staff to use in the execution of the program. Figured at \$196.08 per month. Whiteboards 1 @ \$100, projector screen for group therapy 1 @ \$100, group therapy supplies \$500, ring cameras 4*70 = \$280. walkie talkies \$100. Computer equipment needs at \$567.04.
Vehicle Insurance: Vehicle Insurance for MHOP van figured at \$904.83 per month x 12 mo. = \$10,858.
Total Occupancy Expenses:

Direct Client Expenses:
Client Housing, Furnishing & Supplies: Permanent and temporary housing at \$30,000. General housing furniture such as beds, mattresses, dressers etc. at \$10,000 for 10 clients at \$1,000 per client. General housing supplies such as cleaning supplies, housing function items like vacuums, curtains, rugs etc. at \$5, 462.62.
Client Community Integration: Monthly client trip, including supplies at \$415.25 per trip x 12= \$4,983.01.
Client Food & Essentials: Food & essentials provisions totaling \$38,669 per year. \$200 client breakroom food supplies every two weeks= \$5,200. Clothing= \$400/ month= \$4,800. General client items such as toiletries, hygiene products, dinnerware, cooking ware, etc. = \$5,842.24.
Client Transportation: Bus passes totaling \$676 per 200 passes every 3 months= \$2,704. Z trip passes totaling 1,500 to use for clients outside the range of bus routes. Also to be used for wheelchair bound clients.
Consumables/Pharmaceuticals: Consumables(will supply all necessary Psychotropic and other meds) approx. \$11 per client (approx. 10) per year = \$110. Drug screens at \$180 per 25 tests. Total test costs 2,341.
Total Direct Client Expenses:

TOTAL EXPENSES:
