

# Approved: FF-2 2/22/17

## FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Agreement Number: 17-CP-CSA-8267-01

This First Amendment ("First Amendment") to the Agreement between Broward County and The School Board of Broward County, Florida, for Juvenile Justice Counseling Services, dated September 28, 2016 (the "Agreement"), is entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and The School Board of Broward County, Florida, a political subdivision of the State of Florida ("SBBC")(collectively the "Parties").

WHEREAS, the Parties entered into an Agreement, on September 28, 2016; Now, Therefore,

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

1. The Parties agree to amend the Agreement as set forth herein. Strikethrough text indicates deletions to the language in the Agreement and bold underlining text indicates additions to the language in the Agreement.

2. Section 2.1 "Term" is amended to read as follows:

**TERM:** The term of this Agreement shall begin and end on the dates ("Agreement Term") specified in Exhibit A, "Agreement Specifications." This Agreement may be renewed by the County's Contract Administrator for up to two (2) additional one-year Option Periods, as specified in Exhibit A. The Contract Administrator shall notify SBBC of renewal, in writing, no less than five (5) business days prior to the expiration of the then-current term of this Agreement.

**SBBC shall provide the services identified in Program #2 Edward Byrne Memorial Justice Assistance Grant (Byrne/JAG) Juvenile Justice Counseling Program for the period commencing October 1, 2016 and ending on September 30, 2017.**

3. Exhibit A, Agreement Specifications Section III. of the Agreement is hereby amended to read as follows:

A. Initial Term:       \$439,053.00       \$641,374.00

B. Option Period 1:   \$ 439,053.00

C. Option Period 2:   \$ 439,053.00

4. Exhibit D-1 - Scope of Services is amended to add a Program #2, Byrne/JAG Juvenile Justice Counseling Program and the Scope of Services related to Program #2, Byrne/JAG Juvenile Justice Counseling Program. Exhibit D-1 – Scope of Services for Program #2, Byrne/JAG Juvenile Justice Counseling Program Scope of Services is attached hereto and incorporated herein.

5. Exhibit D-2 - Outcomes, is hereby amended to add Outcomes for Program #2, Byrne/JAG Juvenile Justice Counseling Program. Exhibit D-2 – Outcomes for Program #2, Byrne/JAG Juvenile Justice Counseling Program, Scope of Services is attached hereto and incorporated herein.

6. While performing services for Program #2, SBBC shall be bound by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Standard Conditions. Exhibit D-3- Edward Byrne Memorial Justice Assistance Grant (JAG) Program Standard Conditions is attached hereto and incorporated herein.
7. Exhibit E - Required Reports and Submission Dates is hereby amended to add requirements for Program #2, Byrne/JAG Juvenile Justice Counseling Program. Exhibit E - Required Reports and Submission Dates for Program #2, Byrne/JAG Juvenile Justice is attached hereto and incorporated herein.
8. While performing services for Program #2, SBBC shall be bound by the terms and conditions contained in the Byrne Grant Addendum. Exhibit G – Byrne Grant Addendum is attached hereto and incorporated herein.
9. This First Amendment shall be retroactively effective October 1, 2016. Except as expressly amended herein all, remaining terms and conditions of the Agreement (including all exhibits) shall remain in full force and effect.
10. Preparation of this First Amendment is a joint effort of the Parties.
11. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same, by Board action on August 16, 2016 and School Board of Broward County, signing by and through its Chair, duly authorized to execute same.

County

WITNESS:

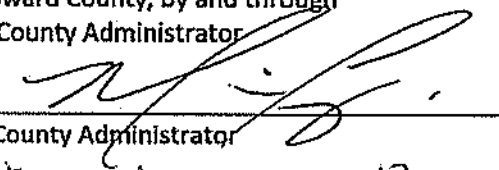


(Signature)

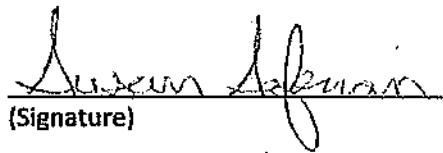
LATISHA P. HAMILTON

(Print Name of Witness)

Broward County, by and through  
its County Administrator

By   
For County Administrator

1<sup>st</sup> day of March, 2017



(Signature)

SUSAN SEFERIAN

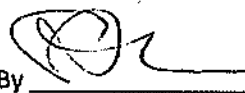
(Print Name of Witness)

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Approved as to insurance requirements  
by Risk Management Division

By  2/28/17  
Authorized Signature (Date)

ELIZABETH PLASKA  
Print/Type Name

By  2/28/17  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

#188 Broward County School Board Juvenile Justice Counseling first amendment  
02/07/17  
12/15/16  
12/12/16  
SVT:dmv



FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR JUVENILE JUSTICE COUNSELING SERVICES.

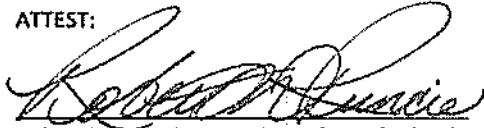
SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Abby M. Freedman  
Abby M. Freedman, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith, Esq.

Digitally signed by Janette M. Smith, Esq.  
DN: cn=Janette M. Smith, Esq., o=The School Board of Broward  
County, Florida, ou=General Counsel's Office,  
email=jm.smith@broward.k12.fl.us, c=US  
Date: 2017.02.07 15:27:22 -0500

Office of the General Counsel

## EXHIBIT D-1 – SCOPE OF SERVICES

Agreement #: 17-CP-CSA-8267-01  
Provider: SBBC  
Program: Byrne/JAG - Juvenile Justice Counseling Program  
Program #: 2

### I. Scope of Services:

A. Program description: For purposes of Program 2 of the Agreement, The SBBC's Behavioral Health Counseling Program (BHCP) shall provide counseling services to children and youth with mental health problems who are at risk of initial or subsequent involvement with the Juvenile Justice system. Emphasis will be on serving elementary school children who demonstrate at-risk behaviors who are at-risk of initial or subsequent involvement in the Juvenile Justice system

B. Target population: Client(s) shall be defined as children ages 3-17 or through the 22<sup>nd</sup> birthday, if eligible to be enrolled in a non-postsecondary school, GED courses, or non-postsecondary vocational program and who have mental health issues ranging from mental health problems that result in impairment in functioning to diagnosable mental, behavioral or emotional disorders (including Severe Emotional Disturbances) per the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM). Current or past traumatic stress may be a factor in the mental health issues. .

1. Eligibility criteria: All students enrolled in a school (public, private, charter, etc.) in Broward County who otherwise meet eligibility criteria as defined above and in the Provider Handbook. Clients must have Mental Health problems, and be at-risk for initial or subsequent involvement in the Juvenile Justice system as demonstrated by presenting problems and behavior such as but not limited to: infractions of school rules and behavioral standards; defiance of teachers or other school personnel; disruptive behavior in school or community; impaired peer relations including verbal altercations and physical aggression; a current or previous arrest; as well as difficulties forming and maintaining trusting relationships, concentrating and maintaining task focus, and verbalizing feelings, among other areas.

2. Documentation of eligibility: As required in the Provider Handbook, SBBC will screen all Clients for eligibility, document same, and retain records in the Client's file.

C. A minimum of 400 unduplicated Byrne/JAG Clients shall be provided services under this Agreement annually.

D. Standards and Other Requirements: SBBC shall adhere to the standards and other requirements below and as set forth in the Contract Adjustment(s) and Provider Handbook.

#### 1. Standards:

a. The primary Client in each case is the child/adolescent, regardless of whether the services are provided through individual or family counseling or any combination of those modalities.

b. SBBC shall use Brief Strategic Family Therapy (BSFT) as the Evidence-Based Practice (EBP) chosen for delivering program services to Clients. SBBC shall deliver BSFT as specified in the Provider Handbook, including the range of sessions indicated. Refer to Provider

Handbook for additional model description and detail.

In addition to services using BSFT, SBBC's, BHCP may also provide Brief Intervention services designed to stabilize a Client experiencing a personal crisis that is interfering with his/her functioning, whether in school, at home, or in the community. In such instances, SBBC shall assess the Client and provide up to three (3) counseling sessions to help the Client address the current crisis.

- c. Staff to Client Rationale shall be an average of 1:25
- d. SBBC shall deliver services in accordance with the System of Care Values indicated in the Provider Handbook.

2. Other Requirements:

- a. SBBC shall register staff to receive alerts regarding revisions to the Provider Handbook and related documents through AccessBROWARD (<https://access.broward.org/About.aspx>).
- b. SBBC shall not bill for indirect services such as staff training, staff meetings, administrative activities, supervisory conferences, travel time or other activities not specific to a program Client(s).
- c. SBBC shall accept referrals from a variety of sources including teachers, guidance counselors, administrators, nurses and attendance personnel who most often identify youth with family and emotional problems who are at-risk of initial or subsequent involvement in the Juvenile Justice system and are enrolled in Alternative Education Centers, Expulsion Abeyance Programs, Behavior Change Program, Behavior Intervention Program, PROMISE Program or Department of Juvenile Justice (DJJ) Educational Program. Additionally, Clients may be referred by other sources including self-referrals or referred by outside agencies, but must meet eligibility criteria to be served in the BHCP. Referrals of students from the PROMISE Program shall be the priority. Services shall be available Countywide.
- d. Due to special circumstances, SBBC may extend services beyond the time frames for the applicable EBPs in the Provider Handbook. Extension of treatment shall be documented in the Client's file and include the following information: reason for the extension request, including a brief history of response to the program to this point in addition to the current situation; how the extension will affect the implementation of the EBP; original treatment/discharge plan and the new treatment plan to include clinical rationale for the number of additional sessions; frequency of review periods; assessment tools to be used to determine course of treatment; explanation for extending treatment versus referral if the Client has had only limited or no progress in this program to date; contingencies for alternative treatment or referral if needed; evidence of review by the clinical treatment team and signature of extension approval by the treatment director. Extensions shall not exceed six (6) additional sessions per Client. The total number of extensions shall not exceed 20% of the total number of Clients served under this Agreement.
- e. SBBC shall assign counselors to schools identified with an increase in suspensions or behavioral fractions from 2015-2016 school year to present.

E. Services to be Provided: SBBC shall provide the following services, as further detailed in the

"Scope of Services" section or in the Contract Adjustment(s):

1. Family Counseling (RD-2000)
  - a. Cost per Unit of Service:
    1. \$80.00 for Master's level clinician
    2. \$97.75 for a licensed professional
  - b. Required Staff Credentials/Licensure: Master's Degree in Family Therapy, Psychology, Social Work or related field (non-licensed) or a clinical license from the State of Florida
  - c. Unit Definition: One hour, including a minimum of 45 minutes face-to-face, per Client and family.
2. Individual Counseling (RF-3300)
  - a. Cost per Unit of Service:
    1. \$80.00 for Master's level clinician
    2. \$97.75 for a licensed professional
  - b. Required Staff Credentials/Licensure: Master's Degree in Family Therapy, Psychology, Social Work or related field (non-licensed) or a clinical license from the State of Florida
  - c. Unit Definition: One hour, including a minimum of 45 minutes face-to-face per Client. Individual Counseling services may be delivered in 30 minute increments if the Client is unable to be released from class for a longer period, has other documented limitations or for clinical reasons. Progress notes must document this situation and billing must be restricted to face-to-face time only without additional time allowed for documentation.
3. Psychosocial evaluation (RP-5000-6600):
  - a. Cost per Unit of Service:
    1. \$120.00 for Master's level clinician
    2. \$146.50 for a licensed professional
  - b. Required Staff Credentials/Licensure: Master's Degree in Family Therapy, Psychology, Social Work or related field (non-licensed) or a clinical license from the State of Florida
  - c. Unit Definition: One Evaluation per Client

**F. Subcontracting: None allowed**

- a. Location(s), days, and hours of service: SBBC shall provide services Monday through Friday, excluding school holidays, from 7:00 a.m. to 8:00 p.m. during the regular school year (August through early June) on days when school is in session. SBBC shall also provide services during the summer months (mid-June to mid-August). SBBC shall provide services during the summer, Monday through Thursday, from 12:00 p.m. to 8:00 p.m. at School Board sites that also host community (night) classes. Morning hours (prior to 12:00 p.m.) are available upon request. Specific hours of operation may vary across the sites based on hours when other SBBC staff are present at the location and accessibility to Clients and families.

SBBC shall provide services at existing locations for the SBBC Family Counseling Program and

at additional locations as needed to enhance accessibility of services. SBBC shall submit for approval by County a list of specific locations on or before execution of the agreement and subsequent option periods as exercised by County. Sites may be added or removed from the list below upon written approval from the Contract Manager. SBBC must submit a written request prior to changing site locations that includes the reasons for the change and how it will affect the delivery of services for Clients/Families.

H. Commission Districts: At the date of execution of this Agreement, the SBBC's service hub(s) are located in the following Commission District(s): number(s) 7

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

A. Units for Initial Term of Agreement:

Psychosocial Evaluation	N/A
Family Counseling	N/A
Individual Counseling	N/A

Units per Extension, if exercised: Shall be equal to a pro rata number of units of the then current annual units per service.

B. \$ Amount for Initial Term of Agreement: \$ 202,321

\$ Amount per Extension, if exercised: Shall be equal to a pro rata amount of the then current annual funding amount.

III. Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2.



**EXHIBIT D-2 -- OUTCOMES**

**SBBC-17-CP-CSA-8267-01 • Juvenile Justice Counseling**

Program Name	Service Name/ Taxonomy	Outcomes	Indicators	Data Source	Data Collection Method
Behavioral Health Program	Family Counseling RF-2000	Clients improve family functioning.	60% of the Clients, served for at least four (4) sessions improve family functioning as demonstrated by a 3 point increase in the Client Family Scale (CF-S) score.	Client-Family Scale (CF-S) or other appropriate tool approved by the Contract Manager.  Client's file.	Pre-test at first session. Post-test at last session.
	Individual Counseling RF-3300	Clients improve social and emotional functioning.	60% of Clients served for at least four (4) sessions improve social and emotional functioning as demonstrated by an increase of 5 points on the Children's Global Assessment Scale (C-GAS).	Children's Global Assessment Score (CGAS) or other appropriate tool approved by the Contract Manager.  Client's file.	Pre-test at first session. Post-test at last session.
		Clients improve social and emotional functioning.	60% of Brief Intervention Clients served for one (1) to three (3) sessions improve social and emotional functioning as demonstrated by an improvement of one (1) point on the Brief Intervention/Counselor Evaluation Form (BI/CEF).	Brief Intervention/Counselor Evaluation Form (BI/CEF) or other appropriate tool approved by the Contract Manager.  Client's file.	Brief Intervention/Counselor Evaluation Form (BI/CEF) after each session. Pre-test at first session. Post-test at last session.

		<p>60% of Clients (other than Brief Intervention Clients) who complete the program will remain in the community and not be placed in a hospital, residential treatment center or DJJ facility within 90 days post-discharge.</p>	<p>Follow-up Survey</p> <p>Client's file.</p>	<p>Staff will contact the Client or family 90 days after the Client's discharge to determine if they have remained in the home or been placed in a specific type of facility (hospital, residential treatment or DJJ facility).</p>	
<p>Clients remain in the community (not hospitalized or placed in a residential treatment center or DJJ facility).</p>	<p>Clients eliminate delinquent behaviors</p>	<p>60% of the Clients who successfully complete the program do not have an occurrence of delinquent behavioral law violations at 6- months after completing the program</p>	<p>6-month Department of Juvenile Justice Report or other appropriate report approved by Contract Manager</p>	<p>6-month Department of Juvenile Justice report post-discharge</p> <p>Results shall be maintained in the Client file.</p>	
<p>Clients engage in services.</p>	<p>80% of Clients will develop and sign a service plan within 30 days of the first session.</p>	<p>Signed and dated service plan</p>	<p>Service Plan shall be maintained in the Client file.</p>		

**EXHIBIT E – REQUIRED REPORTS AND SUBMISSION DATES**  
**REVISED- EFFECTIVE OCTOBER 1, 2016**

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy		1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy		1 copy
Blank Client Satisfaction Survey		1 copy
Certificate of Insurance/Certification of Coverage	Due prior to execution and upon revision by SBBC	1 copy
Invoice and supporting documentation	15 <sup>th</sup> day of each month (If needed, final reconciled invoice due annually on enter date)  Invoices are Either e-mailed to <a href="mailto:AccountsPayable@broward.org">AccountsPayable@broward.org</a> or mailed to Broward County Commission P.O. Box 14740 Ft. Lauderdale, FL 33302-4740 Attn: Accounts Payable	Original plus 1 copy
Outcomes Report	15 <sup>th</sup> day of each quarter <b>(Program 1)</b>	Original plus 1 copy
Client Demographic Report	<b>5<sup>th</sup> business day of each quarter (Program 2)</b>	Original plus 1 copy
Monthly Utilization Report	15 <sup>th</sup> day of each month	2 copies
Certification of Coverage	Due at time of this Agreement's term extension or renewal via Option Period; submit to Repository	1 copy
Audited Financial Statement	Due within 270 days after the close of SBBC's fiscal year end; submit to Repository	1 copy
State Financial Assistance Reporting Package (If applicable)		1 copy
Compiled Client Satisfaction Survey Report		1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt	1 copy
Incident Reports	Due within 24 hours - verbal/48 hours- written	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help on behalf of The Coordinating Council of Broward	1 copy

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

Exhibit E-2  
Invoice Backup Documentation Requirements

<b>Monthly Schedule of Events /Services</b>	<b>Required Data Elements</b>
Includes community meetings, events, and presentations, group services, lectures, trainings, social events, community volunteer services, field trips, drug-free social events, prevention groups, mentoring, etc.	Data and time scheduled, Name of event and reason for event (topic, subject matter, expected result, etc.), location of event or service and intended audience or participants (individual or group, students, parents, families, public).
<b>Attendee, Participant Sign in Sheets/Logs or Client Service Tickets</b>	<b>Required Data Elements</b>
Sign-in sheet/log is required for all group education and counseling services, school and community presentations, social events, field trips, training, assistance to staff of other agencies, and any other events attended to a specific targeted or invited population. The sign-in log/sheet requirement may be waived for events provided for large public group or forums, community assessment and volunteer services, and similar services. Individual, family, group counseling and urinalysis must be documented with a client specific service ticket or group roster with client signatures for attendance.	Name and topic of event services /type of service provided, Date of event or service provided, Printed name of attendee(s) or client(s) receiving service, Signature of attendee(s) or client(s), Printed name and title of staff position(s) conducting the event or providing service and each staff's signature with date signed.
<b>Staff Activity Log</b>	<b>Required Data Elements</b>
Document the actual staff time spent for grant specific activities in chronological date order; must tie back to monthly schedules, time sheets, etc.	Staff name and position, Date of activity, Type of activity or services provided, Location of activity or service provided, Start and stop time (list travel time separate from activity, Ex: 8:00 a.m. to 8:30 a.m. - travel to Bair Middle School, 9:00 a.m. to 12:00 noon - Anti-Drug Presentation to Bair Middle School Students), Staff Signature and date signed, Supervisor approval signature and date signed.
<b>Staff Time Sheet</b>	<b>Required Data Elements</b>
Time sheets for positions not 100% Byrne grant funded must delineate actual hours each day spent on Byrne Grant activities and services. Hours on time sheets must tie back to monthly schedules and staff activity logs.	Dates of hours worked, Number of hours worked (must document length of unpaid lunch and breaks), Number of hours of paid leave taken (annual, sick time, holiday, etc.), Staff name, Staff position title, Staff signature for submitting time

	for pay period and date signed, Supervisor approval signature and date signed.
<b>ACTIVITY/SERVICE</b>	<b>BACKUP DOCUMENTS REQUIRED</b>
<b>Training/Technical Assistance</b>	Monthly Schedule, Sign-In Sheet/Log, Staff Activity Log, Staff Time Sheets
<b>Parenting/Family Management Services</b>	Monthly Schedule, Sign-In Sheet/Log, Staff Activity Log, Staff Time Sheets
<b>Group Sessions (includes counseling)</b>	Sign-In Sheet/Log and/or Service Ticket, Staff Activity Log, Staff Time Sheets
<b>Prevention Assessment and Referral Services</b>	Sign-In Sheet/Log and/or Service Ticket, Staff Activity Log, Staff Time Sheets, copy of referral form, if applicable
<b>Tracking Activities</b>	Staff Activity Log, Staff Time Sheets
<b>Short Term Prevention Counseling</b>	Client Specific Service Ticket
<b>Short Term Intervention Counseling</b>	Client Specific Service Ticket
<b>Staff Screening</b>	Copies of the actual receipts for background screening and other services provided.
<b>Urinalysis</b>	Client Specific Service Ticket

Exhibit G

**BYRNE GRANT ADDENDUM  
Byrne/Jag – Juvenile Justice Counseling Program  
Program #2**

The School Board of Broward County, Florida  
Agreement Number: 17-CP-CSA-8267-01  
Program: Byrne/JAG – Juvenile Justice Counseling Program  
Program #2

1. Add the following additional definitions to Article 1, "Definitions and Identifications":  
...  
1.15 **FDLE** - Florida Department of Law Enforcement.  
1.16 **JAG** - FDLE's Justice Assistance Grant.
2. Replace Article 2, "Term of Agreement," Section 2.2, with the following Section 2.2:  
**2.2 CONTINUITY OF SERVICES:** In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available, and it would result in a gap in the provision of services under this Agreement, then upon approval of funds by the Board, as necessary, and subject to any conditions imposed by FDLE, the term of this Agreement may be extended by the HSD Director or Deputy Director and SBBC, via Contract Adjustment, for a period not to exceed six (6) months.
3. Replace Article 3, "Scope of Services", Section 3.1, with the following section 3.1  
3.1 SBBC shall provide the services set forth in each Exhibit D-1, "Scope of Services," and further detailed in the applicable Work Authorization(s), incorporated by reference, for each service category funded by this Agreement, and shall meet the outcomes set forth in Exhibit D-2 and applicable Work Authorization(s). SBBC shall comply with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Standard Conditions as set forth in Exhibit D-3. The Scope of Services is a description of SBBC's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by SBBC impractical, illogical, or unconscionable.
4. Delete Subsection 4.5.3, "Performance."
5. Add the following additional provision to Article 9, "Financial Statements and Management Letters," Section 9.1, "Financial Statements:"  
9.1.1 For JAG-funded agreements, said annual financial statement shall include a special report with explicit, discrete disclosures accounting for all JAG funds received and expended.

6. Add the following additional provisions to Article 15, "Miscellaneous," Section 15.23, "Publicity":

...

Further, SBBC shall comply with Item 17 of the JAG Program Standard Conditions relating to Publication or Printing of Reports, which states in part that all materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. 2017-JAGC-3085 awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice."