

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment to Mental Health Services Agreement

**DEPARTMENT:** Community Services **DIVISION:** Community Assistance

**AUTHORIZED BY:** Phillip C. Stalvey **CONTACT:** David Medley **EXT.** 3363

<b>Agenda Date</b> <u>3/09/04</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:** Approve and authorize Chairman to execute Second Amendment to Seminole Community Mental Health Center Services Agreement.

**BACKGROUND:** Seminole County has been awarded a \$1.65 million Community Partnership Grant from the Department of Children and Family Services. The attached Second Amendment to the Seminole Community Mental Health Center Services Agreement will allow TANF eligible services provided by the Center to be included as reimbursable expenses and qualified to be submitted to DCF to draw down these funds.

On December 1, 2003 the Chairman was notified that Seminole County had been awarded a \$1,650,000 Temporary Assistance for Needy Families Community Partnership Matching Grant (TANF) with the Florida Department of Children and Families.

This grant was initiated to assist the Seminole County Community Alliance in securing start-up funds in the amount of \$825,000 for Seminole Community Based Care to provide services to the children of Seminole County.

Under this grant program, Seminole County will also be reimbursed dollar for dollar (\$1 to \$1) for services provided to TANF eligible clients. These services are provided by two divisions within the Department of Community Services

<b>Reviewed by:</b> _____ <b>Co Atty:</b> <u>J. Dietrich 2/27/04</u> <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b> <u>SS</u> <b>CM:</b> <u>JK</u>  <b>File No.</b> <u>CCS01</u>
--

(Prosecution Alternatives for Youth and Community Assistance), and several community agencies currently under contract through the county's Community Service Partnership Grant Program. These community agencies include:

- The Salvation Army
- Kids House of Seminole
- Safehouse of Seminole
- Seminole County Healthy Start Coalition
- Boy's and Girl's Club of Central Florida
- The Grove Counseling Center
- Seminole Community Mental Health Center

*Seminole County will receive reimbursement for only those funds actually expended during the contract term of July 1, 2003 – June 30, 2005.*

*In order to ensure the availability of the full award amount, the existing contract with the Seminole Community Mental Health Center (SCMHC) needs to be revised to make certain that TANF eligible services are included as reimbursable. The revised "Exhibit A" will provide for TANF services to be reimbursed under the existing SCMHC contract. The services identified are all existing programs and represent no increase in program cost.*

**SECOND AMENDMENT TO SEMINOLE COMMUNITY  
MENTAL HEALTH CENTER SERVICES AGREEMENT**

**THIS SECOND AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 16<sup>th</sup> day of January, 2001, as amended on March 13, 2003, between **SEMINOLE COUNTY MENTAL HEALTH CENTER, INC.**, a Florida not-for-profit corporation, whose address is 237 Fernwood Boulevard, Fern Park, Florida 32730, hereinafter referred to as "CENTER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the CENTER and COUNTY entered into the above-referenced Agreement on January 16, 2001, as amended on March 13, 2003, for comprehensive community mental health services; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Revised Exhibit "A" of the Agreement is deleted and Revised Exhibit "A-1" attached hereto is substituted therefor.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

SEMINOLE COMMUNITY  
MENTAL HEALTH CENTER, INC.

\_\_\_\_\_  
(CORPORATE SEAL)

By: James P Berko  
Date: 2-23-04

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 23<sup>rd</sup> day of February, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James P. Berko as Executive Director of Seminole Community Mental Health Center, Inc., a not-for-profit corporation organized under the laws of the State of Florida, who is personally known to me and did take an oath. He acknowledged before me that he executed the foregoing instrument, and affixed thereto the official seal of the corporation, as authorized by the Board of Directors of Seminole Community Mental Health Center, Inc.



(Notary Seal)

Deborah J. Beairsto  
Notary Public in and for the County and  
State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
SED/lpk  
2/16/04  
2am-mental health

Attachment:

Revised Exhibit "A-1"-Fiscal Year 2003/2004 Services and Reimbursement

**REVISED EXHIBIT A-1**  
**Fiscal Year 2003/2004 Services and Reimbursement**  
**AGENCY: Seminole Community Mental Health Center, Inc.**  
**EXECUTIVE DIRECTOR: Jim Berko**  
**237 Fernwood Boulevard**  
**Fern Park, FL 32730**  
**(407) 831-2411 Fax (407) 831-0105**  
**scmhc@mindspring.com**

The above agency shall provide the following services for the residents for Seminole County during FY 2003/2004:

The Center shall provide comprehensive behavioral health services as categorized by the State of Florida Department of Children and Families (DCF) by responding to the emergent and urgent care demands placed upon the Center by residents of Seminole County. The Center will provide effective and expedient care, and meet consumer needs, through a comprehensive service system described as follows:

**MEDICAL SERVICES:**

The Center will provide outpatient services for adults, adolescents and children at a cost of \$350.00 per unit. These services will include psychiatric assessment/interview, medication management, injections, clinic visits, and nursing consultations.

**CRISIS SUPPORT/EMERGENCY SERVICES:**

The Center will provide Crisis Support/Emergency services for adults and children on the DCF availability basis at a cost of \$35.20 per unit. These services include crisis assessments, crisis support individual therapy, and crisis support group therapy, as well as available time to receive clients for services.

**DAY/NIGHT SERVICES:**

The Center will provide day/night services for adults at an average cost of \$51.00 per day. The adult service environment will be behavioral care oriented, with emphasis on social rehabilitation and basic living skills training.

**CSU SERVICES:**

The Center will provide crisis stabilization bed days on the DCF availability basis for adults at an unit cost of \$268.00. The CSU provides comprehensive and immediate psychiatric, medical, and psychotherapeutic interventions to individuals with severe impairments that stem from biopsychosocial stressors.

**DUAL DIAGNOSIS RESIDENTIAL SERVICES:**

The Center will participate in the dual diagnosed residential bed day program for TANF eligible clients at a rate not to exceed \$32.06 a bed day for a total by all participants (including DCF) not to exceed \$174.03 per bed day. The County's participation in this particular cost center is not to be considered as matching dollars towards the DCF contract.

Services shall be reimbursed monthly at the following rate:

Service costs per unit are fixed as detailed above. Actual volume of units in each service category may vary depending upon presenting needs of clients not to exceed a total of \$200,000 annually for all services.