

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment #1 to Contract with Mental Health Center

DEPARTMENT: Community Services **DIVISION:** Community Assistance
Phillip C. Stalvey, Director David Medley, Manager

AUTHORIZED BY: *[Signature]* **CONTACT:** David Medley *[Signature]* **EXT.** 3363

Agenda Date <u>3/11/03</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to amend the contract with Seminole Community Mental Health Center and authorization for the chairman to execute contract amendment.

BACKGROUND:

The existing five (5) year contract with Seminole Community Mental Health Center is being amended in the following manner:

- (1) The contract omitted the word "annually" in Section 8 and this amendment corrects that omission;
- (2) Due to changes in the agencies funding from the Department of Children and Families, the scope of services is being amended in "Exhibit A: Service & Cost Proposal".

Reviewed by:
Co Atty: <u><i>S. [Signature]</i></u> 2-25-03
DFS: _____
Other: _____
DCM: <u><i>[Signature]</i></u>
CM: <u><i>[Signature]</i></u>
File No. <u>CCS01</u>

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

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 16th day of January, 2001 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, 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. Section 8 of the Agreement is hereby amended to read:

Section 8. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to the CENTER up to a maximum sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:

* * * * *

2. Section 12 of the Agreement is hereby amended to read:

Section 12. Audit. The CENTER shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31st of each year, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

3. Exhibit "A" of the Agreement is deleted and Revised Exhibit "A" attached hereto is substituted therefore.

4. 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.

Debbie Driskell

By: James P. Berro

(CORPORATE SEAL)

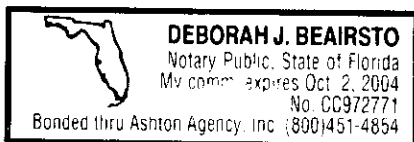
Date: 1/16/03

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 16th day of January, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James P. Berro and Debbie Driskell, as President and Secretary, respectively, of Seminole County Mental Health Center, Inc., a not-for-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

Deborah J. Beirsto
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.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

Sharon E. Roberts 2-10-03

County Attorney
SED/lpk
11/5/02 1/8/03
lam-mental health

Attachment:
Revised Exhibit "A" - Service and Cost Proposal

REVISED EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Seminole Community Mental Health Center
AGENCY ADDRESS: 237 Fernwood Blvd., Fern Park, FL 32730
PRESIDENT/DIRECTOR NAME: Jim Berko
AGENCY PHONE NUMBER: (407) 831-2411
AGENCY FAX NUMBER: (407) 831-0105
AGENCY E-MAIL: scmhc@mindspring.com
PRESIDENT/DIRECTOR E-MAIL: jimberko@earthlink.com

The above agency will provide the following services for the residents of Seminole County during FY 2002-2003:

- I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Medical	One unit = one client hour of psychiatric assessment/interview, medication management, injections, clinic visits, and nursing consultations.
2. Crisis Support/Emergency (CS/ES).	One unit = one hour of staff availability for crisis assessments, crisis support individual therapy, and crisis support group therapy, as well as available time to receive clients for services.
3. Day/Night	One unit = four consecutive client hours focused on behavioral healthcare, with an emphasis on social rehabilitation and basic living skills training.
4. CSU	One unit = one crisis stabilization bed day on the DCF availability basis for adults. The CSU provides comprehensive and immediate psychiatric, medical, and psychotherapeutic interventions to individuals with severe impairments that stem from biopsychosocial stressors.

- II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2002-September 2003)?

Service*	Number of County funded units
1. Medical	70
2. CS/ES	2,732
3. Day/Night	294
4. CSU	250

- III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Medical	\$312.00 per unit
2. CS/ES	\$ 35.20 per unit
3. Day/Night	\$ 51.00 per unit
4. CSU	\$268.00 per unit

- IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Medical	Negotiated contractual rate with FL Dept. of Children & Families: cost-based.
2. CS/ES	Negotiated contractual rate with FL Dept. of Children & Families: cost-based.
3. Day/Night	Negotiated contractual rate with FL Dept. of Children & Families: cost-based.
4. CSU	Negotiated contractual rate with FL Dept. of Children & Families: cost-based.