

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment to Seminole Community Mental Health Center (SCMHC) Agreement

**DEPARTMENT:** Community Services

**DIVISION:** Administration - Community Services

**AUTHORIZED BY:** Michele Saunders

**CONTACT:** Pamela Martin

**EXT:** 2302

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Second Amendment to Seminole Community Mental Health Center, Inc. Agreement with Seminole County.

County-wide

Michele Saunders

**BACKGROUND:**

The Seminole Community Mental Health Center (SCMHC) is a private, nonprofit organization whose goal is to provide comprehensive, biopsychosocial rehabilitation programming in the areas of mental health and substance abuse. These services are designed to facilitate clients recognizing and using their strengths and abilities as well as identify clients' personal goals for successfully living, learning, socializing and working in our community.

Pursuant to Chapter 394.457(3), Florida Statutes, Seminole County is required to provide a 25% local match to the State funding. In accordance with this requirement, SCMHC and the County have partnered by Agreement for the past ten (10) years with the County funding the provision of certain comprehensive mental health services by the Center to County residents.

Section 8 of the Second Amendment is revised to provide financial assistance to SCMHC up to a maximum sum of \$183,000.00 annually for all services provided by SCMHC during the term of the Agreement. This signifies an additional \$8,000 annually due to an increase in the daily bed rate and medication clinic rate which are the two (2) primary services purchased by the County. The rate increase reflects the current rate paid by the Florida Department of Children and Families for these services. The rates and number of units of services under the Second Amendment are illustrated in Exhibit A-2 of the attachment.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the second amendment to Seminole Community Mental Health Center agreement with Seminole County.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

County Attorney Review ( Susan Dietrich )

SECOND AMENDMENT TO  
SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC. AGREEMENT

THIS SECOND AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, and is to that certain Agreement made and entered into on the 15<sup>th</sup> day of June, 2006, between SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC., whose address is 237 Fernwood Boulevard, Fern Park, Florida 32730, hereinafter referred to as the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the CENTER and the COUNTY entered into the above referenced Agreement on June 15, 2006, as amended November 8, 2007, for the COUNTY to fund certain comprehensive mental health services provided by the CENTER to residents of Seminole County, Florida; 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 20 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 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 ONE HUNDRED EIGHTY-THREE THOUSAND AND NO/100 DOLLARS (\$183,000.00) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that the CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:  
  
Principal Analyst  
Community Assistance Division  
534 W. Lake Mary Boulevard  
Sanford, Florida 32773

2. Exhibit "A-1" of the Agreement is deleted and Exhibit "A-2" attached hereto is substituted therefor.

3. 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:

  
\_\_\_\_\_  
RICK BROWN, Secretary

SEMINOLE COMMUNITY MENTAL  
HEALTH CENTER, INC.

By:   
\_\_\_\_\_  
TONY TIZZIO, Chair

(Corporate Seal)

Date: September 10, 2009

STATE OF FLORIDA )  
COUNTY OF Seminole )

I HEREBY CERTIFY that, on this 10<sup>th</sup> day of September, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared TONY TIZZIO and RICK BROWN, as Chair and Secretary, respectively, of SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC., a non 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.



Valerie Morris  
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: \_\_\_\_\_  
BOB DALLARI, 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 its \_\_\_\_\_,  
2009, regular meeting.

\_\_\_\_\_  
County Attorney

SED/dre  
08/25/09

P:\Users\Lkennedy\My Documents\Community Services\Mental Health Center 2nd Am.Doc

Attachment:

Exhibit "A-2" - Service & Cost Proposal



## EXHIBIT A-2: SERVICE & COST PROPOSAL

**AGENCY NAME:** Seminole Community Mental Health Center  
**AGENCY ADDRESS:** 237 Fernwood Boulevard, Fern Park, FL 32730  
**PRESIDENT/DIRECTOR NAME:** James P. Berko, President/CEO  
**AGENCY PHONE NUMBER:** 407-831-2411  
**AGENCY FAX NUMBER:** 407-831-0105  
**AGENCY E-MAIL:** [info@seminolecares.org](mailto:info@seminolecares.org)  
**PRESIDENT/DIRECTOR E-MAIL:** [jberko@seminolecares.org](mailto:jberko@seminolecares.org)

The above agency will provide the following services for the residents of Seminole County during FY 2009-2010:

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

Service*	Description (Define a unit of service)
CSU	One available bed day
Med/Clinic	One hour of outpatient medical service

- II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2009-September 2010)?

Service*	Number of County funded units
CSU	365 units
Med/Clinic	178.67 units

*Service units are transferable based on the agency's need and actual services provided each month.*

- 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.)
CSU	\$312.46 per unit
Med/Clinic	\$385.92 per unit

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

Service*	How Unit Cost determined
CSU	Negotiated rate with District VAA SAMH program Office
Med/Clinic	Negotiated rate with District VAA SAMH program Office

**\*Not to exceed \$ 183,000.00**