

**FIRST AMENDED**  
**MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between Apalachee Center, Inc. ("Apalachee"), and Leon County, Florida ("County").

**WITNESSETH**

WHEREAS, on April 11, 2008, County and Apalachee entered into a Memorandum of Understanding (the "April 11, 2008 Agreement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, County and Apalachee wish to amend the April 11, 2008 Agreement to incorporate the various revisions and additions as set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, Apalachee and County hereby agree as follows:

1. Unless revised, replaced, or otherwise modified by the provisions hereinbelow, the April 11, 2008 Agreement shall remain in full force and effect, and shall be incorporated herein by this reference to collectively become the First Amended Memorandum of Understanding (hereinafter referred to as the "Agreement").
2. This Agreement shall hereafter replace and supersede the April 11, 2008 Agreement.
3. The April 11, 2008 Agreement shall be amended, as follows:
  - a. Paragraph 2., Time of Performance, shall be revised and replaced by the following paragraph:
    2. Time of Performance. This Agreement will be effective from April 1, 2008 through May 31, 2011.
4. This Agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officers where applicable and sealed as of the date first above written.

**APALACHEE:**

APALACHEE CENTER, INC.

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

Ronald P. Kirkland  
Chief Executive Officer

COUNTY:

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bob Rackleff, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court,  
Leon County, Florida

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

Approved as to Form:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into this 17<sup>th</sup> day of April, 2008, by and between Apalachee Center, Inc., a Florida municipal corporation, hereinafter referred to as Apalachee, and Leon County, hereafter referred to as the County.

WHEREAS, the County has applied for and received a Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant from Florida Department of Children and Families in support of initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have mental illness, substance abuse disorder or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice; and

WHEREAS, the grant provides funding in support of mental health specialists including a pre-trial release specialist, court mental health case manager, and three competency restoration specialists; and

WHEREAS, the grant is intended to be a 3-year grant, with year two and year three grant awards contingent upon Florida Department of Children and Families funding availability.

NOW, THEREFORE, for valuable consideration and mutual promises between the parties hereto, it is agreed as follows:

**1. Scope of Services**

Apalachee agrees to provide staffing for the five positions outlined in the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant from Florida Department of Children and Families, necessary for the full functioning of a Mental Health Court as approved by the grantor. Apalachee further agrees to act as the fiscal agent for this contract, including representing Ability 1<sup>st</sup> as the organization providing staffing for the three competency restoration specialist positions (please see Attachment A).

**2. Time of Performance**

This Agreement will be effective from April 1, 2008, through June 30, 2010.

**3. Amount and Method of Payment**

The COUNTY agrees to reimburse Apalachee costs associated with these positions as outlined in Attachment A and in the line item budget contained in the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant from Florida Department of Children and Families.

The County agrees to reimburse Apalachee an amount not to exceed \$223,949 in year one... of the grant, \$228,126 in year two of the grant, and \$238,552 in year three of the grant. Year two and year three reimbursement amounts are contingent upon Florida Department of Children and Families funding availability and subject to modification in accordance with actual grant award amounts.

The County agrees to reimburse Apalachee within twenty (20) working days after receipt of a reimbursement request. In order to receive reimbursement for expenses, Apalachee shall submit a monthly reimbursement request to the County no later than twenty (20) working days following the end of a month. Said request shall be accompanied by supporting documentation, and shall be signed by an authorized representative of Apalachee.

#### **4. Records and Reporting**

Apalachee shall maintain complete, accurate, and adequate books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts expended and eligible for reimbursement by the County. Apalachee's records shall be subject to inspection by the County, or its designee, at all reasonable times.

Apalachee shall preserve and make its records available to the County, if requested, for a minimum of six (6) years after the starting date of the County's grant Memorandum of Understanding with Florida Department of Children and Families, or if audit findings have not been resolved at the end of the six (6) year period, the records shall be retained until resolution of the audit findings.

#### **5. Audit Requirements**

The County reserves the right to conduct financial and program monitoring of all awards to Apalachee and to perform an audit of all records. An audit by the County may encompass an examination of all financial transactions, accounts, and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

#### **6. Amendments**

The County may desire changes in the scope of work or services to be provided by Apalachee under this Agreement. Such changes, including any increases or decreases in funding which are mutually agreed upon, shall be incorporated in written amendments to this Agreement. Only such written amendments shall be valid and binding on the parties.

#### **7. Termination**

This Agreement can be terminated by any party upon thirty (30) days' written notice.

**8. Indemnification**

Apalachee shall indemnify, save, and hold the County harmless from any and all actions, claims, and liabilities arising from or out of Apalachee's performance or lack of performance under this Agreement. Should the County, as a result of Apalachee's performance or lack thereof, be required to reimburse any sums to any individual or agency, or should the County be required to expend funds to complete or correct performance of Apalachee under this Agreement, Apalachee shall immediately refund and reimburse the County for all sums so expended.

**9. Assignment and Binding Effect**

Apalachee shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of all parties to this Agreement, with the exception of those duties assumed by Ability 1<sup>st</sup> under Appendix A. Apalachee and the County shall each bind itself and its partners, successors, legal representatives, and assigns to such other party, in respect to all covenants of this Agreement.

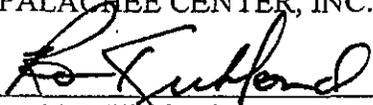
**10. Attorney Fees**

Nothing in this Agreement shall be construed to deny any party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement.

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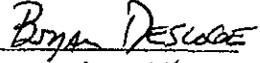
IN WITNESS THEREOF, APALACHEE and the COUNTY have executed this Agreement as of the date first above written.

APALACHEE CENTER, INC.

  
\_\_\_\_\_  
Ronald P. Kirland  
Chief Executive Officer

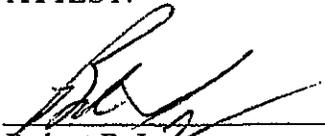
LEON COUNTY

  
\_\_\_\_\_  
Jane G. Sauls, Chairman  
Board of County Commissioners

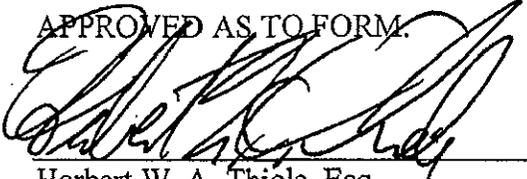
  
\_\_\_\_\_  
Roman Desloge  
VICE CHAIR



ATTEST:

  
\_\_\_\_\_  
Robert B. Inzer  
Clerk of the Court

APPROVED AS TO FORM.

  
\_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

**Appendix A:**

**Staffing Proposal for Leon County Community Reinvestment Grant Mental Health Court Project**

**Ability 1<sup>st</sup> and Apalachee Center**

This proposal is intended to supplement the Memorandum of Understanding between Apalachee Center and Leon County referencing the staffing of the Leon County Community Reinvestment Grant Mental Health Court Project.

Ability 1<sup>st</sup> and Apalachee Center are pleased to submit this joint proposal for the staffing of the Leon County Community Reinvestment Grant Mental Health Court Project open positions. Both agencies have been deeply involved in the development of this project from its inception, and are committed to its success. Both agencies are committed to the community partnership model that informed the development of the project and, as an example of that commitment, have authored this joint proposal to staff needed, grant-funded positions, and to provide the services described below. Ability 1<sup>st</sup> and Apalachee Center have agreed that Apalachee Center will serve as the lead agency in this project, and all billings to and payments from Leon County will be handled through Apalachee Center. The details of this agreement are contained in the Ability1st/Apalachee Center Memorandum of Understanding.

Ability 1<sup>st</sup> agrees to provide 3 FTEs for **Competency Restoration** in the community. While each of the grant funded positions will be staffed and supervised by Ability 1st, Competency Restoration coordinators will maintain programmatic accountability to the Leon County Court Mental Health Coordinator.

These positions will provide competency restoration services for mentally ill persons in the criminal justice system and work closely with the County's Criminal Justice, Mental Health and Substance Abuse Reinvestment Advisory Council , and provide the following services:

- A. Provide recovery support including access to housing, vocational support, training, and other resources.
- B. Maintain statistical information on the recovery and progress of the mental health consumers.
- C. Report statistical information on a regular basis to respective supervisors.
- D. Provide the necessary equipment, supplies and training for these positions.
- E. Attend and participate in weekly mental health court staffing ( at least 1 member)
- F. Attend and participate in the mental health court proceedings
- G. Conduct competency restoration training for defendants referred to the program

Apalachee Center agrees to provide 2 FTEs for **judicial case management and pretrial release services** for mentally ill persons in the criminal justice system. These FTEs will serve as a mental health case manager and a mental health pretrial specialist. While each of the grant funded positions will be staffed and supervised by Apalachee Center, the mental health pretrial specialist will report programmatically directly to Leon County Director of Probation and the mental health case manager will report programmatically directly to the Leon County Court Mental Health Coordinator. Both positions will work closely with the County's Criminal Justice, Mental Health and Substance Abuse Reinvestment Advisory Council to provide, at a minimum, the following services:

- A. All pretrial and case management services as prescribed by the respective programmatic supervisor.
- B. Serve as the point of contact for efficient, effective resolution of mental health judicial cases and issues.
- C. Monitor the mentally health consumer population court docket and maintain statistical information.
- D. Report statistical information on a regular basis to respective supervisors.
- E. Provide Crisis Intervention Training to law enforcement agencies when applicable.
- F. Provide the necessary equipment, supplies and training for these positions.

**BUDGET:**

**Competency Restoration Specialists:** \$118,325 in the first year of operation, and \$371,495 over a three year period. This request for proposals is for a three year service agreement commencing June 1, 2008, subject to the continuation of grants funds from the State of Florida.

**Mental Health Pretrial Specialist/Mental Health Case Manager:** \$88,806 in the first year of operation, and \$279,594 over a three year period. This request for proposals is for a three year service agreement commencing June 1, 2008, subject to the continuation of grants funds from the State of Florida.

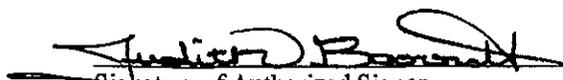
Please reference pp. 28 -29 of the Community Reinvestment Grant application for a specific break-down of the line items comprising this budget.

AGREED to on this day of April, 2008.

Apalachee Center, Inc.

Ability1st

  
Signature of Executive Director (for RPK)

  
Signature of Authorized Signer

4/03/08

4-03-08

Date

Date