

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of April, ~~2002~~<sup>2003</sup>, by and between the County of Nassau, a political subdivision of the State of Florida, and the NASSAU COUNTY MENTAL HEALTH, ALCOHOLISM, AND DRUG ABUSE COUNCIL, INC.

W I T N E S S E T H

WHEREAS, it is in the best interest of the citizens of Nassau County that the NASSAU COUNTY MENTAL HEALTH, ALCOHOLISM, AND DRUG ABUSE COUNCIL, INC., program continue, and work with mental health education and counseling services and drug abuse and alcohol services, and

WHEREAS, the NASSAU COUNTY MENTAL HEALTH, ALCOHOLISM, AND DRUG ABUSE COUNCIL, INC., now maintains a mental health out-patient services program in Nassau County.

NOW, THEREFORE, the parties hereto agree as follows:


1. The term of this agreement shall be from October 1, 2002 to September 30, 2003;
2. For and in consideration of the sum of \$224,308.00, which shall be paid in quarterly installments during the months of November, February, May and August, subject to the availability of funds. The NASSAU COUNTY MENTAL HEALTH, ALCOHOLISM, AND DRUG ABUSE COUNCIL, INC., does hereby agree to perform services that will benefit the residents of Nassau County. Said services to include but not be limited to the following:

- a. Continuing the present level of service for the citizens of Nassau County for mental health, alcoholism, and drug abuse.
3. The NASSAU COUNTY MENTAL HEALTH, ALCOHOLISM, AND DRUG ABUSE COUNCIL, INC., shall make their financial records available to the County for purposes of an audit, if requested, by the County. The County shall require an audit of previous year's financial records performed by an independent accounting firm. Said audit report shall be signed by persons performing audit and submitted to the county before the May distribution will be made.
4. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs and services that are compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.

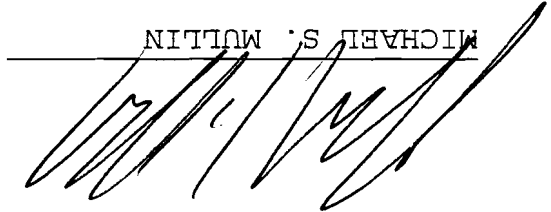
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 9th day of April, ~~2002~~ 2003.

SIGNED, SEALED, & DELIVERED  
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
~~NICK D. DEONAS~~ VICKIE SAMUS  
CHAIRMAN

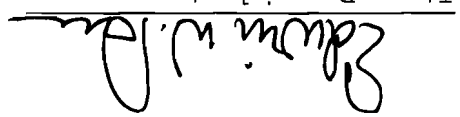
MICHAEL S. MULLIN



Approved as to form by the  
Nassau County Attorney:

\_\_\_\_\_

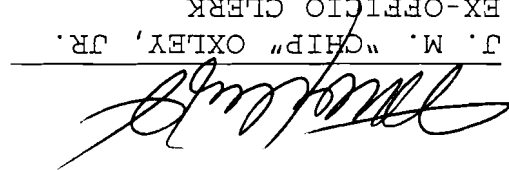
Its: President



NASSAU COUNTY MENTAL HEALTH,  
ALCOHOLISM,  
& DRUG ABUSE COUNCIL, INC.

EX-OFFICIO CLERK

J. M. "CHIP" OXLEY, JR.



ATTEST:



AFFIDAVIT

I, Edwin W. Dews, certify that our programs and facilities are in compliance with the Federal Americans with Disabilities Act and the Florida Accessibility Code.

Edwin W. Dews

SIGNATURE

TITLE: CEO

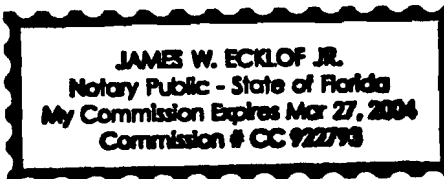
STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2003, by Edwin W. Dews, as CEO of the N.C.M.H.A.D.A.C, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

James W Ecklof, Jr

James W Ecklof Jr

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:



FUNDING AGREEMENT BETWEEN THE NASSAU COUNTY MENTAL HEALTH, ALCOHOLISM AND DRUG ABUSE COUNCIL, INC. AND THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

**WHEREAS**, the Nassau County Board of County Commissioners (hereinafter "Nassau County"), a political subdivision of the State of Florida, has agreed to provide local matching funds to the Nassau County Mental Health, Alcoholism and Drug Abuse Council, Inc., (hereinafter the "Center"), for the provision of certain community mental health services as required under Chapter 394, Florida Statutes, and/or substance abuse services required under Chapter 397, Florida Statutes, including, but not limited to, residential and detox services, to any resident of Nassau County, Florida who is in need of such services.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and understandings contained herein, the parties hereto do mutually agree as follows:

1. The Center shall provide residential and detox services (modality adult/adolescent) residents of Nassau County, Florida, requiring such services in accordance with Chapter 394 and 397, Florida Statutes, and Nassau County shall pay to the Center the local matching funds in proportion to the total costs of all such evaluations and hospitalizations which are not covered by state funds, private insurance or other forms of third party payments, in accordance with Chapter 394 and 397, Florida Statutes.
2. The Center shall provide residential and detox services for Nassau County residents as needed twenty-four (24) hours a day, seven (7) days per week. The Center will coordinate with the Gateway Community Services, Inc., (hereinafter the "GCSI") on the admission and discharge of Nassau County residents served under this agreement.
3. GCSI shall notify the Center immediately of each such hospitalization, of the identity of each Nassau County Consumer admitted to GCSI inpatient hospitalization facility pursuant to this agreement. Notification shall be by facsimile telephone transmission to the Center. Such transmission shall occur on weekends and holidays as well as week days. GCSI will also work to provide discharge information on each Nassau County Consumer pursuant to this agreement.
7. GCSI shall provide to the Center a list of all Nassau County Consumers served under this Agreement, the hospital admission and discharge dates of such consumer, the total costs of each evaluation and/or hospitalization, and the proportionate local matching share of those costs in accordance with

Chapter 394 and 397, Florida Statutes, within twenty (20) days of close of each month.

5. The Center shall promptly forward to Nassau County information sufficient to allow Nassau County residents during the previous months in accordance with this Agreement.

6. 25% match  
(local match)

Cost of Residential care = \$121.00 per day for adult 30.25

Cost of Residential care = GCSI responsible for the Children's Residential care. The Center is responsible for the match monies. 38.78

Cost of Detox services = \$104.00 per day for adults 26.00


Cost of Detox services = GCSI is responsible for the children's detox services. The Center is responsible for the match monies. 47.50

7. Nassau County shall promptly forward all such local matching funds directly to the Center, not to exceed \$26,000. Said funds shall be paid in quarterly installments during the months of November, February, May and August, subject to the availability of funds.

8. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs and services that are compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.

9. This Agreement shall become effective on October 1, 2002 and shall expire on September 30, 2003, unless terminated by either party upon thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.

10. This Agreement may be amended by writing from time to time by mutual consent of parties.

  
\_\_\_\_\_  
Myers R. Kurtz Date \_\_\_\_\_  
Board President  
Nassau County Mental Health,  
Alcoholism, & Drug Abuse Council, Inc.

*Vickie Samus*

~~Nick D. Deonas~~ Vickie Samus  
Chairman  
Board of County Commissioners  
Nassau County, Florida

April 9, 2003

Date

Approved as to form by the  
Nassau County Attorney:

*[Signature]*  
Michael S. Mullin

Attest:

*[Signature]*  
J. M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

AFFIDAVIT

I, EDWIN W. DEWS, certify that our programs and facilities are in compliance with the Federal Americans with Disabilities Act and the Florida Accessibility Code.

Edwin W. Dews

SIGNATURE

TITLE:

CEO

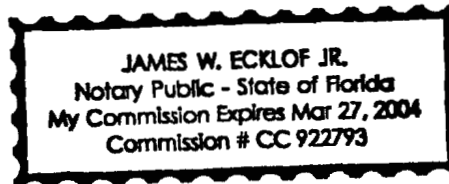
STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2003, by Edwin W Dews, as CEO of the N.C.M.H.A.D.A.C, Inc, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

James W Ecklof, Jr

James W Ecklof, Jr

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:





**FUNDING AGREEMENT BETWEEN THE NASSAU COUNTY  
MENTAL HEALTH, ALCOHOLISM AND DRUG ABUSE COUNCIL, INC.  
AND THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**WHEREAS**, the Nassau County Board of County Commissioners (hereinafter "Nassau County"), a political subdivision of the State of Florida, has agreed to provide local matching funds to the Nassau County Mental Health, Alcoholism and Drug Abuse Council, Inc., (hereinafter the "Center"), for the provision of certain community mental health services as required under Chapter 394, Florida Statutes, including, but not limited to, the Baker Act, other adult and children crises stabilization unit services and emergency services, to any resident of Nassau County, Florida, who is in need of such services.

**NOW, THEREFORE**, for and in consideration of the promises and mutual covenants and understandings contained herein, the parties hereto do mutually agree as follows:

1. The Center shall provide all required emergency evaluation, crises stabilization, and in-patient mental health hospitalization adult and children services for those residents of Nassau County, Florida, requiring such services in accordance with Chapter 394, Florida Statutes, (commonly known as the Baker Act), and Nassau County shall pay to the Center the local matching funds in proportion to the total costs of all such evaluations and hospitalizations which are not covered by state funds, private insurance or other forms of third party payments, in accordance with Chapter 394, Florida Statutes.
2. The Center shall provide mental health hospitalization services for Nassau County residents as needed twenty-four (24) hours a day, seven (7) days per week. The Center will coordinate with the Mental Health Center of Jacksonville, Inc. (hereinafter the "MHCJ") on the admission and discharge of Nassau County residents served under this agreement.
3. MHCJ shall notify the Center immediately of each such hospitalization, of the identity of each Nassau County Consumer admitted to MHCJ inpatient hospitalization facility pursuant to this agreement. Notification shall be by facsimile telephone transmission to the Center. Such transmission shall occur on weekends and holidays as well as week days. MHCJ will also work to provide discharge information on each Nassau County Consumer pursuant to this agreement.
4. MHCJ shall provide to the Center a list of all Nassau County Consumers served under this agreement, the hospital admission and discharge dates of such consumer, the total costs of each

evaluation and/or hospitalization, and the proportionate local matching share of those costs in accordance with Chapter 394, Florida Statutes, within twenty (20) days of close of each month.

5. The Center shall promptly forward to Nassau County information sufficient to allow Nassau County residents during the previous months in accordance with this agreement.

6. 25% match  
(local match)

Cost of inpatient care = \$175.00 per day for adults	43.75
Cost of inpatient care = \$200.00 per day for children	50.00

7. Nassau County shall promptly forward all such local matching funds directly to the Center, not to exceed \$32,000. Said funds shall be paid in quarterly installments during the months of November, February, May and August, subject to the availability of funds.

8. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs and services that are compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.


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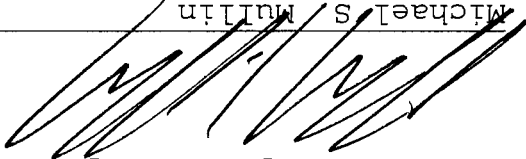


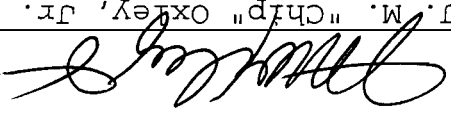
Myers R. Kurtz  
Board President  
Nassau County Mental Health,  
Alcoholism, & Drug Abuse Council, Inc.

Date

  
~~Nick D. Deonas, Chairman~~ Vickie Samus Date  
Board of County Commissioners Chairman  
Nassau County, Florida

April 9, 2003

Approved as to form by the  
Nassau County Attorney:  
  
Michael S. Mullin

Attest:  
  
J. M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

AFFIDAVIT

I, Edwin W. Dews, certify that our programs and facilities are in compliance with the Federal Americans with Disabilities Act and the Florida Accessibility Code.

Edwin W. Dews

SIGNATURE

TITLE:

CEO

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2008, by Edwin W. Dews, as CEO of the N.C.M.H.A. D.A.C., Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

James W Ecklof Jr

James W Ecklof Jr

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

