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, 2003 and shall expire on September 30, 2004, unless terminated by either party upon thirty (30) days written notice to the other party, subject to completion of ail previous and outstanding billings.
- 10. This Agreement may be amended by writing from time to time by mutual consent of parties.

Myera R Kurtz De ANNE Brelaw

Bet 2, 2003

Board President

Nassau County Mental Health,

Alcoholism, & Drug Abuse Council, Inc.

Vickie Samus

Chairman

Board of County Commissioners Nassau County, Florida

Approved as to form by the Nassau County Attorney:

<u>October 27, 2003</u> Date

Attest:

Its: Ex/Officio Clerk

## AFFIDAVIT

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

SIGNATURE CEO

State of Florida
County of Nassa ~

The foregoing instrument was acknowledged before me this day of October, 2003, by Eclwin W Drws, as CEO, of the Nossea Co. Mentel Harth, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public State of Florida at Large My Commission expires:

James WEcklof Jr

Noting Public - State of Florida
My Constitution Expires Mar 27, 2004
Commission # CC 922793