

A G R E E M E N T

**THIS AGREEMENT** made and entered into this 9th day of February, 2005, by and between the County of Nassau, (hereinafter "the County") a political subdivision of the State of Florida, and the Nassau County Mental Health, Alcoholism, and Drug Abuse Council, Inc. (hereinafter "the Center")

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 as well as 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; and

**WHEREAS**, the Nassau County Board of County Commissioners has agreed to provide a portion of the local matching funds to the Nassau County Mental Health, Alcoholism and Drug Abuse Council, Inc., 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, as well as for substance abuse services as 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,** for an in consideration of the promises and mutual covenants and understanding 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 a portion of the total required 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 residential and detox services (modality adult/adolescent) to 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 required matching funds in proportion to the total costs of all such evaluations and hospitalizations which are not covered by state funds, private insurance of other forms of third party payments, in accordance with Chapter 394 and 397, Florida Statutes.

3. The Center shall provide mental health hospitalization services as well as 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 Mental Health Center of Jacksonville, Inc., (hereinafter referred to as MHCJ) for mental health hospitalization services and with the Gateway Community Services Inc., (hereinafter referred to as GCSI) for residential and detox services, on the admission and discharge of Nassau County residents served under this Agreement.
4. The Center shall provide all other mental health and substance abuse programs as required by Chapter 394, Florida Statutes and Chapter 397, Florida Statutes.
5. MHCJ or GCSI, as applicable, shall notify the Center immediately of each such hospitalization, of the identity of each Nassau County Consumer admitted to a MHCJ or 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. MHCJ or GCSI will also work to provide discharge information on each Nassau County Consumer pursuant to this Agreement.
6. MHCJ or GCSI, as applicable, 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 Chapters 394 and/or 397, Florida Statutes, within twenty (20) days of close of each month.

7. For and in consideration of the sum of \$307,883.00, which is a portion of the Florida Statutes Chapter 394 required total local match, the Nassau County Mental Health, Alcoholism and Drug Abuse Council, Inc., does hereby agree to perform the above stated services in accordance with Chapters 394 and 397, Florida Statutes, which will benefit the residents of Nassau County. Funds shall be paid in quarterly installments during the months of November, February, May and August, subject to the availability of funds.
8. The Nassau County Mental Health, Alcoholism, and Drug Abuse Council, Inc., shall make their financial records available, including employee positions and salary information, to the County for purposes of an audit, if requested, by the County. The County shall require an audit of the 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.
9. 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.

10. This Agreement shall be effective for the period October 1, 2004 through September 30, 2005, unless terminated by either party upon thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.

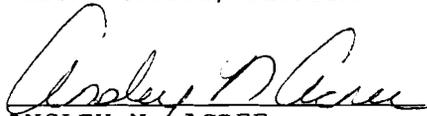
11. This Agreement shall be amended in writing from time to time by mutual consent of parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 28th day of February, 2005.

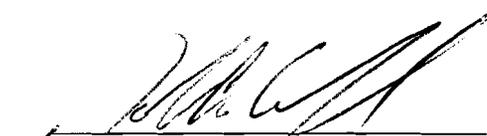
SIGNED, SEALED, & DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

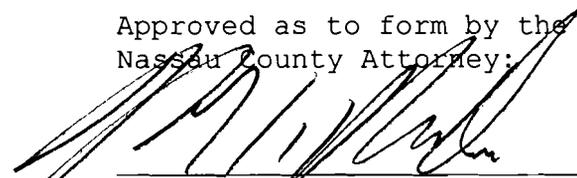
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
ANSLEY N. ACREE  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
EX-OFFICIO CLERK

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
MICHAEL S. MULLIN

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

EDWIN W. DEWS

Edwin W. Dew

Its: President

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 28<sup>th</sup> day of February, 2005, by Edwin W. Dews, as CEO, of the Nassau County Mental Health, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

Catherine Irene Dupuis

CATHERINE IRENE DUPUIS

Notary Public

State of Florida at Large

My Commission expires: August 27, 2006



Catherine Irene Dupuis  
MY COMMISSION # DD145722 EXPIRES  
August 27, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.



**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham  
Ansley Acree  
Tom Branan  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

MIKE MAHANEY  
County Administrator

February 25, 2005

Mr. Ed Dewes  
Nassau County Mental Health, Alcoholism & Drug Abuse Council  
910 South 8<sup>th</sup> Street, Suite 300  
Fernandina Beach, FL 32034

Dear Mr. Dewes:

Enclosed please find the contract between your agency and the Board of County Commissioners of Nassau County for budget funds for FY 04-05.

Please execute the agreement and return same to my office in the enclosed self-addressed envelope. Upon execution by the county we will provide you with a fully executed copy.

Sincerely yours,

*John A. Crawford, Clerk*  
*by J. Bradley, DC*

John A. Crawford  
Ex-Officio Clerk

JAC:jb

Enclosure

(904) 548-4660, 879-1029, (800) 958-3496

**An Affirmative Action / Equal Opportunity Employer**