

Tracking Number CM1355

A G R E E M E N T

THIS AGREEMENT made and entered into this 19th day of November, 2008 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., 910 South 8th Street, Suite 300, Fernandina Beach, Florida 32034, 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 or 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 \$210,307.00, 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 Clerk of the Courts on behalf of the County for purposes of an audit, if requested, by the County or the Clerk. The County shall require an audit of the previous fiscal year's financial records performed by an independent accounting firm. Said audit report shall

be signed by persons performing audit, submitted to the County and accepted by the Clerk of Courts 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, 2008 through September 30, 2009, 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.

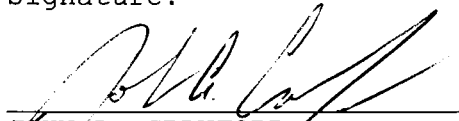
IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Chair of the Board of County Commissioners of Nassau County, Florida this 19th day of November, 2008.

SIGNATURES ON NEXT PAGE

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

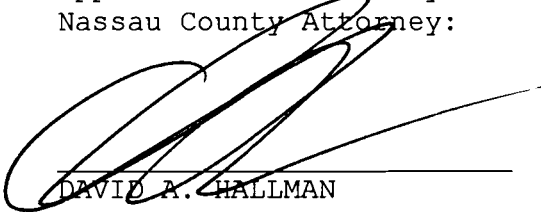

~~MARIANNE MARSHALL~~ BARRY HOLLOWAY
CHAIR

ATTEST as to Chair's
Signature:



JOHN A. CRAWFORD
EX-OFFICIO CLERK

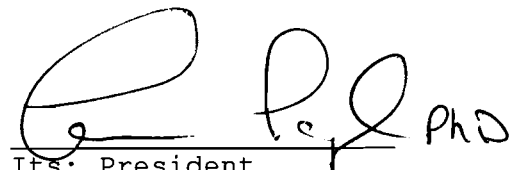
Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

SIGNED, SEALED, & DELIVERED
IN THE PRESENCE OF:

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



Its: President

**FIRST AMENDMENT TO AGREEMENT WITH NASSAU COUNTY MENTAL HEALTH,
ALCOHOLISM, AND DRUG ABUSE COUNCIL, INC.**

THIS AGREEMENT made and entered into this 14th day of January 2009, ~~2008~~ by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Board", and the Nassau County Mental Health, Alcoholism, and Drug Abuse Council, Inc., 463142 State Road 200, Yulee, Florida 32097.

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 outpatient 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.

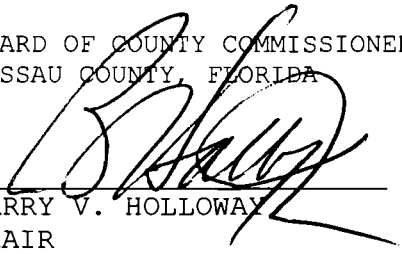
WHEREAS, it has become necessary to amend the agreement entered into on November 19, 2008, specifically Section 7 regarding funding; and

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

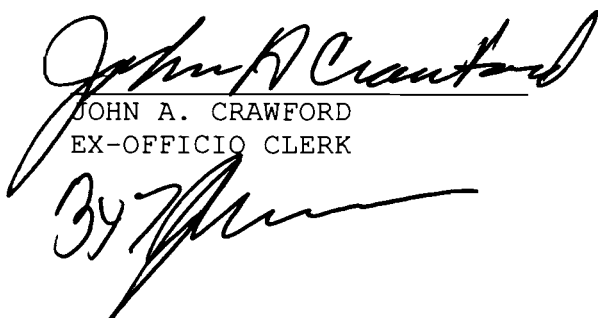
1. The funding for Fiscal Year 2008-2009 shall increase by \$55,923.00 from \$210,307.00 to \$266,230.00.
2. This Agreement shall be amended in writing from time to time by mutual consent of parties.

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Chair of the Board of County Commissioners of Nassau County, Florida this 14th day of January 2009, 2008.

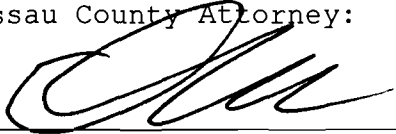
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


BARRY V. HOLLOWAY
CHAIR

ATTEST as to Chair's
Signature:

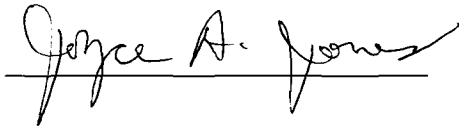

JOHN A. CRAWFORD
EX-OFFICIO CLERK

Approved as to form by the
Nassau County Attorney:

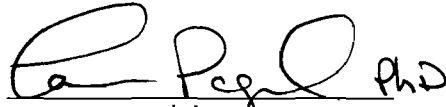


DAVID A. HALLMAN

SIGNED, SEALED, & DELIVERED
IN THE PRESENCE OF:



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


Its: President

SECOND AMENDMENT TO AGREEMENT WITH NASSAU COUNTY MENTAL HEALTH,
ALCOHOLISM, AND DRUG ABUSE COUNCIL, INC.

THIS AGREEMENT made and entered into this 23rd day of February _____, 2009 by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Board", and the Nassau County Mental Health, Alcoholism, and Drug Abuse Council, Inc., 463142 State Road 200, Yulee, Florida 32097.

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 outpatient 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.

WHEREAS, Section 7 of the agreement dated November 19, 2008 regarding funding was amended to reflect a change in the dollar amount; and

WHEREAS, the County desires to revise Section 8 of the Agreement dated November 19, 2008, regarding the audit requirements of this agreement; and

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

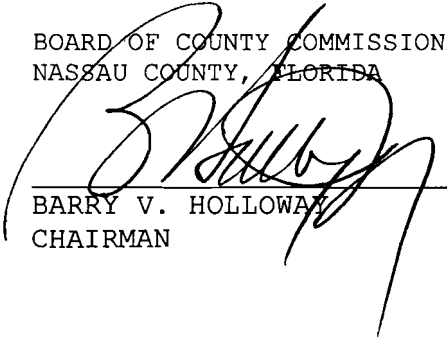
1. Section 8 shall now read: The Nassau County Mental Health, Alcoholism, and Drug Abuse Council shall submit simultaneously to the County Coordinator and the Clerk an annual accounting acceptable to the Clerk on or before May 1st of each fiscal year in which the Nassau County Mental Health, Alcoholism, and Drug Abuse Council received funding from the County. Additionally, the Nassau County Mental Health, Alcoholism, and Drug Abuse Council shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of Nassau County Mental Health, Alcoholism, and Drug Abuse Council to provide the annual accounting record by the time specified shall result in the revocation of granting of further funds and reimbursement of funds

distributed during the year for which no report was submitted.


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

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Chair of the Board of County Commissioners of Nassau County, Florida this 23rd day of February, 2009.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

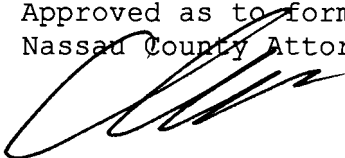

BARRY V. HOLLOWAY
CHAIRMAN

ATTEST as to Chairman's
Signature:

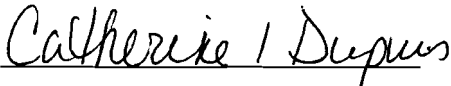

JOHN A. CRAWFORD
EX-OFFICIO CLERK

EBK 2/25/09


Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN

SIGNED, SEALED, & DELIVERED
IN THE PRESENCE OF:


Catherine Irene Dupuis

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


Its: President



Catherine Irene Dupuis
Commission # DD556901
Expires August 27, 2010
Bonded Troy Pain - Insurance, Inc. 800-385-7019