

**FUNDING AGREEMENT FOR FISCAL YEAR 2019/2020 FOR NASSAU COUNTY
MENTAL HEALTH, ALCOHOLISM, AND DRUG ABUSE COUNCIL, INC.**

This Agreement entered into this _____ day of _____, 2019 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as COUNTY), and **NASSAU COUNTY MENTAL HEALTH, ALCOHOLISM, AND DRUG ABUSE COUNCIL, INC., d/b/a Starting Point Behavioral Healthcare**, 463142 State Road 200 West, Yulee, Florida 32097, hereinafter referred to as STARTING POINT.

WHEREAS, the Florida Legislature, has appropriated funds statewide for community alcohol and mental health services and programs; and

WHEREAS, the funds appropriated by the Legislature are administered by the Department of Children and Family Services (DCF); and

WHEREAS, DCF contracts with Lutheran Services, Inc., d/b/a LSF Health Systems, LLC, which contracts with Starting Point Behavioral Healthcare as the network service provider for the purpose of behavioral health services, Nassau County; and

WHEREAS, pursuant to Section 394.76(9), Florida Statutes, a county is required to participate in the funding of mental health services; and

WHEREAS, Section 394.76(3)(b), Florida Statutes, requires the governing bodies to participate in the funding of alcohol and mental health services; and

WHEREAS, pursuant to Section 394.67(13), Florida Statutes, local matching funds are defined as: funds received from governing bodies of local government, including city commissions, district school boards, special tax districts, private hospital funds, private gifts, both individual and corporate and bequests and funds received from community drives or other sources; and

WHEREAS, the total match requirement, pursuant to Sections 394.67(13) and 394.76(3)(b), Florida Statutes, is based on the dollars provided to Starting Point Behavioral Healthcare by Lutheran Services Florida, Inc.

WHEREAS, the County has decided, as its participation, to provide the amount set forth herein; and

WHEREAS, the County will provide funding to Starting Point Behavior Healthcare in accordance with the Agreement.

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. STARTING POINT shall provide the services to the residents of Nassau County as set forth in the current contract with Lutheran Services Florida, Inc. Said services include, but are not limited to, residential and detox services, services required by Chapters 394 and 397, Florida Statutes.
2. STARTING POINT shall also arrange for 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.
3. For and in consideration of the sum of Two Hundred Thirty-Three Thousand, Two Hundred Thirty-Three dollars (\$285,733.00), which is a portion of the Florida Statutes Chapter 394 required total local match, STARTING POINT, 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 December, February, May and August, subject to the availability of funds.

4. STARTING POINT shall submit simultaneously to the County Manager and the Clerk an annual accounting and audit acceptable to the County Manager and the Clerk on or before November 1st of each fiscal year in which STARTING POINT received funding from the County. The County or the Clerk may have an audit performed of the expenditure of public funds they have provided to ensure the funds are expended based upon this Agreement. Additionally, STARTING POINT shall make its books available for inspection by a designee of the County upon reasonable notice. Failure of STARTING POINT to provide the annual accounting and audit by the time specified shall result in the revocation of granting of further funds and reimbursement of funds distributed during the year.
5. 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 Agreement.
6. STARTING POINT shall simultaneously provide copies to the County Manager of any and all reports provided to Lutheran Services, Inc. as required pursuant to their contract with Lutheran Services, Inc. Failure to provide said reports may result in the revocation of funds.
7. In performing its obligations under this Agreement, STARTING POINT shall at all times be acting in the capacity of an independent contractor and not as an officer, employee or agent of Nassau County.

8. STARTING POINT shall furnish the County Manager written verification of the existence of an insurance policy as required in its contract with LSF Health Systems, LLC.
9. Failure of STARTING POINT to satisfactorily comply with their contract with LSF Health Systems, LLC may result in a cessation of payment, pursuant to this Agreement.
10. A copy of this Agreement shall be provided to LSF Health Systems, LLC.
11. This Agreement shall be effective for the period October 1, 2019 through September 30, 2020, unless terminated by either party upon thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.
12. This Agreement may be amended in writing from time to time by mutual consent of both 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 _____ day of _____, 2019.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: JUSTIN M. TAYLOR
Its: CHAIRMAN

Attest as to authenticity of
Chair's Signature:

JOHN A. CRAWFORD
EX-OFFICIO CLERK

Approved as to form and legality
by the Nassau County Attorney:

MICHAEL MULLIN

**NASSAU COUNTY MENTAL HEALTH,
ALCOHOLISM, & DRUG ABUSE
COUNCIL, INC. d/b/a Starting
Point Behavioral Healthcare**

Print: _____
Its: CHIEF EXECUTIVE OFFICER