

**NONPROFIT FUNDING AGREEMENT FOR FY 2023/2024  
[Clay Behavioral Health Center, Inc.]**

This Nonprofit Funding Agreement for FY 2023/2024 (“Agreement”) is made and entered into as of this \_\_\_\_ day of October, 2023, by and between Clay County, a political subdivision of the State of Florida, (the “County”), and Clay Behavioral Health Center, Inc., a Florida Non-Profit Corporation, having a principal place of business at 3292 County Road 220, Middleburg, Florida 32068 (“Clay Behavioral”).

**RECITALS**

**WHEREAS**, good mental health is essential to living a healthy life, but many people experience problems with mental health and substance abuse issues that can interrupt their lives; and

**WHEREAS**, Clay Behavioral has a wide range of services to treat mental health concerns and substance abuse for adults, teens, children and families in Clay County, including, but not limited to, intervention and crisis services, outpatient counseling and treatment, group therapy, support groups, various programs as well as on-site services in some Clay County schools; and

**WHEREAS**, the County has determined that providing financial assistance to Clay Behavioral will serve a public purpose sufficient to justify the expenditure of County funds and resources; and

**WHEREAS**, the County desires to provide such funding assistance under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The term of this Agreement shall commence as of October 1, 2023 (“Effective Date”), and end at midnight on September 30, 2024, unless otherwise terminated as provided herein.
2. Clay Behavioral shall provide, but not be limited to providing, the following mental health, alcoholism, and drug abuse services for the benefit of Clay County citizens (the “Services”):
  - a) Adult Mental Health Services: assessment, emergency, crisis support, counseling, day treatment, case management, and supported housing.
  - b) Child/Adolescent Mental Health Services: assessment, emergency, crisis support, counseling, case management, intensive on site therapy, family therapy.

- c) Adult Alcohol/Drug Abuse Services: assessment, emergency, crisis support, counseling, day treatment, residential and detoxification, day/night treatment.
- d) Child/Adolescent Abuse Services: assessment, emergency, crisis support, counseling, prevention, prevention/intervention day, TASC.

3. Funding provided under this Agreement shall be limited to expenses incurred by Clay Behavioral for provision of the Services during Clay Behavioral's fiscal year from July 1, 2023 – June 30, 2024, or such timeframe as otherwise agreed to by the parties ("Qualified Expenses"). The County agrees to reimburse Clay Behavioral for the Qualified Expenses in quarterly installments in the amount of \$87,500 each, for a **total amount not to exceed Three Hundred Fifty Thousand (\$350,000)** subject to Clay Behavioral's submittal of an invoice for reimbursement with supporting documentation as set forth below.

4. To be eligible for reimbursement, Clay Behavioral must submit an invoice for reimbursement along with the required supporting documentation on a quarterly basis to Clay County Comptroller's office ("Paying Agent") by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the County's Community and Social Services Director ("Director") by Email at [gabrielle.gunn@claycountygov.com](mailto:gabrielle.gunn@claycountygov.com). The invoice for reimbursement shall include the following information and supporting documentation:

- a) The name, address and phone number, including payment remittance address.
- b) Reference to this Agreement by its title and number as designated by the County.
- c) Total reimbursement amount being requested, the total amount previously requested, and the total amount paid to date.
- d) Detailed itemization of the Services provided which includes data to demonstrate how citizens were served (i.e., number of citizens served, programs provided, etc.)
- e) Proof of payment (i.e., invoice and total billed and voided check or bank statement confirming payment) which demonstrates that the requested reimbursement is for Qualified Expenses.
- f) Any additional documents, records, or information as needed that may be requested by the County.

5. Upon receipt of the invoice and supporting documentation, the Paying Agent and/or Director shall review the invoice and supporting documentation to determine whether the invoice provides the required documentation in accordance with this Agreement and qualifies as a Qualified Expense. If the Paying Agent and/or Director determines that the invoice does not conform with the applicable requirements and/or does not qualify as a Qualified Expense, the Paying Agent and/or Director shall notify Clay Behavioral of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Paying Agent and/or Director. If the correction is not timely made or if the correction is unacceptable to the Paying Agent and/or Director, Clay Behavioral will not be reimbursed to the extent determined by the County. Payment shall be made within 45 days after receipt and approval of the invoice with supporting documentation. Only actual and documented Qualified Expenses shall be reimbursed by the County. Costs related to telephone, facsimile, travel, per diem or copying expenses are not considered Qualified Expenses and are not

reimbursable under this agreement. The County may refuse to reimburse Clay Behavioral for any cost the County determines was not incurred in compliance with the terms of this Agreement

6. Either party may declare this Agreement terminated with or without cause. If with cause, termination shall be effective immediately upon written notice. If without cause, termination shall be effective upon a date specified in a written notice no sooner than thirty calendar days immediately following the date of such notice. In the event that the Agreement is terminated without cause, Clay Behavioral will be reimbursed for Qualified Expenses incurred in accordance with this Agreement prior to the notification of termination, if the County deems this reasonable under the circumstances.

7. Clay Behavioral acknowledges that in the budget for each fiscal year of the County during which the term of this Agreement is in effect, a limited amount of funds are appropriated which are available to make reimbursement payments arising under this Agreement. Any other provisions of this Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

8. Clay Behavioral acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. Clay Behavioral shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. Clay Behavioral shall maintain all records and documents applicable to the Qualified Expenses under this Agreement for a minimum of five years from the date of final reimbursement made under this Agreement, and shall be available for audit and public disclosure upon request of duly authorized persons, except for client records protected by client confidentiality rules or regulations established by state or federal funding sources of Clay Behavioral. A request to inspect or copy public records relating to the Agreement must be made directly to the County.

**IF CLAY BEHAVIORAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CLAY BEHAVIORAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, [PUBLICRECORDS@CLAYCOUNTYGOV.COM](mailto:PUBLICRECORDS@CLAYCOUNTYGOV.COM), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

9. Upon request, Clay Behavioral shall provide to the County a copy of the annual independent audit for Clay Behavioral completed at the end of its most recent fiscal year or as otherwise requested by the County. Such independent audit shall be conducted by a certified public accountant at no additional cost to the County.

10. Clay Behavioral shall defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servants (collectively, the Indemnities), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorneys' fees and court costs, asserted against the Indemnities or any of them by reason of injury to the persons or property of others, including any person provided Services by or through Clay Behavioral, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to Clay Behavioral in the performance of its Services, or to any of the employees, officers, agents or servants, or to any subcontractor of Clay Behavioral. This paragraph shall survive the expiration or termination of this Agreement.

11. Clay Behavioral shall procure and maintain throughout the term of this Agreement and its fiscal year within which it seeks reimbursement insurance of the following types and minimum limits:

<u>Insurance Type</u>	<u>Limits</u>
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation	Statutory limits
Professional Liability	\$1,000,000

Either prior to or simultaneously with the execution of the Agreement, Clay Behavioral must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. If the primary insurance policy/policies do not meet the minimum requirements, Clay Behavioral may provide an Umbrella/Excess insurance policy to comply with the insurance requirements. The certificates of insurance for the required coverages, other than workers compensation and professional liability, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** Clay Behavioral shall provide a thirty-day prior written notice of cancellation to the County's Purchasing Department.

12. Clay Behavioral shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. If Clay Behavioral attempts to assign any such rights or duties

without securing such prior written permission, this Agreement may be declared terminated by the County.

13. The acceptance of funding by Clay Behavioral under this Agreement does not in any way establish an agency relationship between the County and Clay Behavioral. Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. None of the provisions of this Agreement shall be construed to create, or be interpreted as, a joint venture, partnership or formal business organization of any kind.

14. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

15. No third party beneficiaries are intended or contemplated under this Agreement, and no third party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

16. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

17. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

18. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

20. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

21. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no purported amendment or modification of this Agreement shall be binding upon either party unless the same has been reduced to a writing executed on behalf of each.

22. The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the date set forth above.

**CLAY COUNTY, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_  
Betsy Condon  
Its Chairman

ATTEST:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

**CLAY BEHAVIORAL HEALTH CENTER,  
INC.**

By: \_\_\_\_\_  
Irene M. Toto  
Its Chief Executive Officer