

**FY 2023 AGREEMENT BETWEEN ALACHUA COUNTY
AND MERIDIAN BEHAVIORAL HEALTHCARE, INC.**

THIS AGREEMENT is made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Meridian Behavioral Healthcare, Inc., a not-for-profit corporation incorporated under the laws of the State of Florida, hereinafter referred to as the "Center", "Professional" or "Contractor" Collectively the County and the Center are referred to as the "Parties"

W I T N E S S E T H:

WHEREAS, the purpose of the Center is to assist citizens in need of behavioral health services; and,

WHEREAS, the Parties recognize the need to offer these services to better provide for the public health, safety, and welfare of all the citizens of Alachua County; and,

WHEREAS, the Parties have mutually joined together for the purpose of assuring effective and efficient outreach, prevention, treatment, education, and rehabilitation services with a high degree of integration and coordination for all individuals in need and/or at risk within Alachua County; and,

WHEREAS, the County shares in the above-stated goals benefiting the citizens of Alachua County and is desirous of contributing to the activities, programs, and services provided by the Center, and,

WHEREAS, the State of Florida provides funding for these services which includes a local match requirement as established by the Center's Managing Entity, Lutheran Services of Florida; and

WHEREAS, the County desires to contribute in part to this local match requirement, in accordance with FS 394.76 and Florida Administrative Code 65E-14.005(3);

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Term: This agreement shall commence upon October 1, 2022 or upon execution by both Parties, and shall continue through and include the 30th day of September 2023, unless earlier terminated as provided herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services: The Center shall provide behavioral healthcare services with priority given to individuals whose financial circumstances, as established by Lutheran Services of Florida, are such that they cannot afford medically necessary treatment for mental illness and/or substance use disorder. The amount and type of service available will be determined by available funding from all sources at the time services are requested or rendered. Alachua County residents will not be placed on a waitlist for detoxification or residential treatment services if a bed is immediately available. If a bed is not immediately available, the Alachua County resident will be placed in the next available bed. County funds are targeted to those areas where state funding is insufficient to meet the needs of County residents as indicated below:

A. Acute Care and Inpatient Services – includes Screening and crisis services for individuals whose illness has become severe enough to pose a threat to their own safety or that of others. Services at this level include Emergency Screening, Crisis Support and Crisis Stabilization Units (adult and child beds). Detoxification provides medically supervised detoxification for drugs and alcohol in a residential setting.

B. Residential Treatment - includes treatment that requires that the individual reside within and receive treatment and or supportive services in a supervised, 24-hour setting. In this category are Sid Martin Bridge House (including the pre- and post-partum unit), the Recovery Center, and Transitions group home (partially supported by HUD).

C. Outpatient Services – include all levels of counseling (partial hospital, intensive outpatient, day treatment, counseling, psychiatric evaluation and medication management, and psychosocial rehabilitation). Also included are Intervention (educational and supportive interventions that enhance treatment outcomes) and Care Coordination services (that provide referral, monitoring, needs assessment and care coordination services).

D. Outreach and Prevention – services that prevent illness or mitigate risk through community education and/or early identification and engagement of those at risk for mental illnesses or substance use disorders.

Section 3. Background Checks: The Center will perform such background screens as are required by Florida or federal laws.

Section 4. Law & Regulations: The Center will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Center is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Center is not familiar with state and local laws, ordinances, code rules and regulations, the Center remains liable for any violation and all subsequent damages or fines.

Section 5. Audits, Records and Reporting: The Center agrees to:

A. Submit to the Community Support Services Director a copy of the Center's

annual audit of financial statements, and compliance reports completed by accrediting bodies, licensing and regulatory agencies.

B. Maintain financial records and reports relating to utilization of services.

C. Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Center to sufficiently and properly reflect all direct costs of any nature associated with the program.

D. Permit such records described in B. and C. above to be subject to inspection, review, and audit by the County or designee.

E. Make an oral presentation at a scheduled meeting of the Board of County Commissioners in August 2023. The presentation shall be based on the Center's ability to meet the objectives and service levels of the programs set forth in Section 2 of this agreement.

Section 6. Compensation:

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Center the total sum of \$895,556 (Eight Hundred Ninety-Five Thousand, Five Hundred Fifty-Six Dollars). The Parties acknowledge and agree that the foregoing amount represents a reasonable estimate of the value of services to be rendered by the Center to the residents of Alachua County and will be used to satisfy a portion of the local match requirement as established by the Center's Managing Entity, Lutheran Services of Florida.

B. This amount shall be paid in twelve (12) monthly installments, in arrears, comprised of 11 payments of \$74,630.00 (Seventy Four Thousand, Six Hundred Thirty), and 1 final payment of \$74,626.00 (Seventy Four Thousand Six Hundred Twenty Six) upon timely submittal of approved invoices from the Center. As a condition precedent for any payment, each monthly invoice shall include an accounting of the value of services, service totals and census totals for the following activities: Care Coordination, CSU-ES, Day Treatment IOP, ARF, MAT, Outpatient, Outreach, Psychiatric, Rehab, and Residential. Each invoice shall bear the signature of the Center's Vice President of Finance and Accounting, which signature shall constitute the Center's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that all obligations of the Center covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Center that payment of any portion thereof should be withheld. Submission of the Center's invoice for final payment shall further constitute the Center's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Center to others, including its consultants, incurred in connection with the Project, will be paid in full. The Center shall submit invoices to the County at the following address.

Director

Alachua County Department of Community Support Services

218 SE 24th Street
Gainesville, Florida 32641

Once the invoices are approved and processed, every effort will be made to issue payment each month in advance of the second Thursday of the month.

C. In the event that the County becomes credibly informed that any representations of the Center relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Center until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

D. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure (Available at <http://www.co.alachua.fl.us/gov/dept/adminservices/purchasing/>)

E. No invoice will be paid if received after October 14, 2023. Invoice payments shall be sent to:

Fiscal Department
Meridian Behavioral Healthcare, Inc.
PO Box 141750
Gainesville, FL 32614-1750

Section 7. Surplus Funds: The Center agrees to return to the County any part of the funds provided for in this agreement which the Center does not use as specified in this agreement.

Section 8. Insurance: The Center will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Attachment A. A copy of a current, valid Certificate Insurance showing coverage in the types and of the amount specified is attached as Exhibit "I"

Section 9. Indemnification:

A. The Center agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any

court, shall be included in the indemnity hereunder. The Center further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel mutually chosen by the County and Agency agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Center agrees that indemnification of the County shall extend to any and all work performed by the Center, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Center's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Center.

B. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Center will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Center shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Center in the full performance of this agreement. Neither the Center nor any of its employees, officers, agents or any other individual directed to act on behalf of the Center for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. Policies and decisions of the Center, which may be represented by the Center in performance of this Agreement, shall not be construed to be the policies or decision of the County.

Section 11. Assignment: -The Center shall not assign, convey, pledge, sublet, or otherwise dispose of any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the County.

Section 12. Default and Termination:

A. The failure of the Center to comply with any provision of this agreement will place the Center in default. Prior to terminating the agreement, the County will notify the Center in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Center seven (7) days to submit a plan to cure the default. The Community Support Services Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Center.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Center prior to the termination date. The

County Manager is authorized to provide written notice of termination on behalf of the County.

C. If this agreement is terminated by either party under the terms of this paragraph, the Center shall be paid an amount to adequately compensate it for that portion of the work and services satisfactorily performed prior to the termination date. The amount to be paid under this section shall be determined by the County after consultation with the Center.

D. In the event funds to finance this agreement become unavailable, the County may terminate this agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Center. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The County shall be the sole and final authority as to the availability of funds.

Section 13. Modification: - This agreement may be modified and amended by mutual agreement of the Parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by the Parties. The Parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 14. Notices: - Except as otherwise provided herein, any notice, acceptance, request or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, or personally delivered with signed proof of delivery. The County's representative and the Center's representative are:

County: County Manager
12 SE 1st Street, 2nd Floor
Gainesville, FL 32602-2877

Center: President/CEO
Meridian Behavioral Healthcare, Inc.
4300 SW 13th Street
Gainesville, FL 32608

A copy of any notice hereunder shall also be sent to:

J.K. "Jess" Irby, Esq., Clerk
Clerk of the Circuit Court
12 SE 1st Street, 4th Floor
Gainesville, FL 32602
Attn: Finance and Accounting

Alachua County
Procurement Division

Attn: Contracts
12 SE 1st Street, 3rd Floor
Gainesville, FL 32602

Section 15. Non-Waiver: The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 16. Severability: If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 17. Entire Agreement: This agreement contains all the terms and conditions agreed upon by the Parties.

Section 18. Collusion: By signing this agreement, the Center declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 19. Conflict of Interest: The Center warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Center shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 20. Third Party Beneficiaries: This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 21. Governing Law and Venue: This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 22. Project Records:

A. General Provisions:

1) Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

2) In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), when acting on behalf of the County, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

B. Confidential Information

1) During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

2) The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

C. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Professional, when acting on behalf of the County as provided under

119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

D. Compliance

- 1) If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.
- 2) A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DIRECTOR OF ALACHUA COUNTY COMMUNITY SUPPORT SERVICES AT E-MAIL ctuck@alachuacounty.us, PHONE (352) 264-6700, US MAIL 218 SE 24TH ST, GAINESVILLE FL, 32601

Section 23. Assignment of Interest: - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 24. Successors and Assigns: The County and the Center each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

Section 25. Construction: This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this agreement.

Section 26. Attachments: All attachment attached to this agreement are incorporated into and made part of this agreement by reference.

Section 27. Counterparts: This agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this agreement, so that in making proof of this agreement, it shall only be necessary to produce or account for one such counterpart.

Section 28. Duties: The Center warrants that it is a covered entity as defined by the Health Insurance Portability and Accountability Act 160-64 of 1996 (HIPAA). Both Parties agree to abide by all requirements of HIPAA.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Marihelen Wheeler, Chair

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

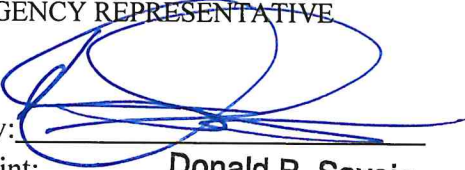
Alachua County Attorney's Office

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

WITNESS

By: 
Print: SHOABB BASHA
Title: Assistant CEO/President

AGENCY REPRESENTATIVE

By: 
Print: Donald P. Savoie
Title: President/CEO

TWO ATTACHMENTS:

1. Attachment A: Insurance Requirements
2. Exhibit 1: Certificate of Liability Insurance

TYPE "B" INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate,

\$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners