

Grants & Contracts - Transmittal Memo

DATE: January 10, 2018

FROM: Purchasing Division, Contracts

TO: Cynthia Riddling
Ron Akins

CONTRACT #: 10782

VENDOR: Meridian Behavioral Healthcare, Inc.

DESCRIPTION: #10782 Meridian Behavioral Healthcare, Inc. for professional services

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 1/9/2018

RECEIVED ON: January 10, 2018

TERM START: 1/9/2018

TERM END: 9/30/2018

AMOUNT: \$59,000.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #:

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
File

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY
AND MERIDIAN BEHAVIORAL HEALTHCARE INC.**

This Agreement is entered into this 9th day of January, 2018 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Meridian Behavioral Healthcare Inc.**, doing business at **4300 SW 13th Street, Gainesville, FL 32608** hereinafter referred to as "Professional."

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for **behavioral healthcare services**, and.

Whereas, the Professional is qualified to provide these services; and

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

1. **Term.** This Agreement is effective upon execution and continues until the 30th day of September 2018 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional one (1) year terms at the terms and conditions contained in this Agreement.

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.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice behavioral healthcare services by all public entities having jurisdiction over the Professional and the Project;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity

and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A."**
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Attachment "B."**
5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.
 - 5.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of \$59,000.00 allocated in accordance with **Attachment "C":**
 - 5.2. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional'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 the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional 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 Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Department of Court Services
ATTN: Fiscal Department
14 NE 1st St.
Gainesville, FL 32601

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

5.4. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Meridian Behavioral Healthcare, Inc.
ATTN: Fiscal Department
4300 SE 13th St.
Gainesville, FL 32608

6. **Notice.** Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

Alachua County
Director
Department of Court Services
14 NE 1st St.
Gainesville, FL 32601

And

Dr. Margarita Labarta, Ph.D.
Meridian Behavioral Healthcare Inc.
Access Center
4300 SW 13th St.
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601

Attn: Contracts

7. Default and Termination.

- 7.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The County Manager 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 Professional.
- 7.2. The County may also terminate the Agreement for convenience, including in event that funds to finance this Agreement become unavailable by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8. Project Records.

8.1. General Provisions:

- 8.1.1. 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(1), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.2. 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.

- 8.1.3. 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.

8.2. Confidential Information:

- 8.2.1. 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."

- 8.2.2. 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.

- 8.3. **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.

8.4. Compliance

8.4.1. 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

8.4.2. 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, THE ALACHUA COUNTY DIRECTOR OF COURT SERVICES AT E-MAIL pduncan@alachuacounty.us, PHONE (352) 338-7390, OR MAIL AT 14 NE 1ST ST, GAINESVILLE FL, 32601

9. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

10. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment “.”** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “1”**.

11. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional 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 Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

13. Indemnification

13.1. The Professional 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 Professional 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 chosen by the County and agrees to bear all other costs and expenses related thereto, even if their(claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, 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 Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

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

14. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
15. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
16. **Successors and Assigns.** The County and Professional 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.
17. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
18. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
19. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
21. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
22. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
23. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
24. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
25. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
26. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
27. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
28. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
29. **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.
30. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

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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.

ATTEST (By Corporate Officer)

By: [Signature]
Print: Wanda Aviles
Title: Asst. to President + CEO

PROFESSIONAL Corporate Officer

By: [Signature]
Print: Margarita Labarta, Ph.D.
Title: President/CEO
Date: 11/30/2017

ALACHUA COUNTY, FLORIDA

By: [Signature]
Lee Pinkson,
Chair, Board of County Commissioners
Date: _____

ATTEST:

[Signature]
Jesse K. Irby II, Clerk
(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTACHMENT A: SCOPE OF SERVICES

1. Meridian shall have and perform the following duties, obligations, and responsibilities to the County:
 - 1.1. The Department of Court Services will refer individuals (clients) to Meridian to determine the need for and/or provide behavioral health care services. These services can include:
 - 1.1.1. Mental health and/or substance abuse evaluations will consist of interviews to identify the presence of a mental health or substance abuse problem. Each client referred will be evaluated to determine the client's need for therapy, the client's amenability for such therapy, and the type of therapy that might most effectively and efficiently meet the client's needs.
 - 1.1.2. Therapy services can include individual or group modalities. Individual therapy works best on focused problems whereas groups tend to be more productive in areas where peer confrontation and support are the most effective change agents. The therapy process is guided by a treatment plan that is developed with the client and uses information, provided by the client and collateral sources, during the evaluation process. Documentation of client attendance at therapy services shall be forwarded to Court Service Programs staff via fax, email or signed attendance slips provided by the clients following the individual or group session.
 - 1.1.3. Psychiatric evaluation and the follow-up consultation is recommended when evaluation suggest that medication is either essential to, or an important adjunct to, therapy.
 - 1.2. Each service to be provided must be pre-authorized by the Court Service Programs Supervisor. The referral to Meridian will serve as the authorization for mental health evaluation. Authorization for treatment or psychiatric services will be made only upon receipt by the Court Service Programs staff of telephonic feedback from the Meridian staff conducting the evaluation.
 - 1.3. Clients referred to Meridian for a mental health evaluation must sign a Release of Information provided by the Court Service Programs staff allowing Meridian and Court

ATTACHMENT A: SCOPE OF SERVICES CONT'D

Service Programs personnel to exchange information about evaluation results, treatment progress, treatment compliance, and discharge status.

- 1.4. Each Court Services client will be screened to determine availability of health insurance coverage. If client is determined to have health insurance, payment from health insurance provider will be deemed payment in full.

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ATTACHMENT B: DUTIES OF THE COUNTY

The County shall have and perform the following duties, obligations, and responsibilities to Meridian:

Alachua County Court Service Programs shall refer identified individuals (clients) for evaluation.

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ATTACHMENT C: METHOD OF PAYMENT

The Professional shall be paid for services rendered in accordance with the following fee schedule

| | |
|------------------------|--|
| \$150.00 | Per hour for mental health and Substance abuse evaluations |
| \$250.00 | Per for psychiatric Consultations and/or evaluations |
| \$60.00 | For follow-up psychiatric consultation |
| \$377.00 | Per bed day for inpatient detox services |
| \$159.00 | Substance abuse– initial assessment |
| \$65.00 | Per client day for Intensive outpatient services (IOP) |
| \$66.00 | Medication Management |
| 0 for eligible clients | Opiate Outpatient Detox |
| | |
| | |

Any referrals to Meridian must be approved by the Court Service Programs Supervisor prior to being made. Treatment may begin upon completion of the initial assessment. Services provided to clients who have Medicaid, who are eligible for any subsidized aid, or who have insurance that will cover such services, shall not be billed to the County. The County will not pay for any medication that may be prescribed as a course of treatment. Alachua County will not accept responsibility for client insurance co-payments. Alachua County will only pay for services rendered.

Description of Services

- **Mental health and substance abuse evaluations:** This is an individual assessment designed to identify the current and historical behavioral and social factors involved in mental, substance use, and co-occurring disorders and their symptoms, and their effect on the person's physical, emotional, and social well-being. The evaluation is used to develop a diagnosis and determine the most appropriate placement, and the development of the treatment plan.

ATTACHMENT C: METHOD OF PAMENT CONT'D

- **Psychiatric consultations and/or evaluations:** A psychiatrist or qualified Advanced Registered Nurse Practitioner (ARNP) assesses the individual's presenting symptoms, medical and psychosocial history and current status, and determine if psychotropic medication is indicated to assist the individual to manage his/her symptoms. Evaluations are generally 30-40 minutes in duration.
- **Follow up psychiatric consultations:** The psychiatrist or ARNP continues to monitor the individual's symptoms and condition, and adjusts prescribed medication as needed based on the individual's response to treatment. Follow up consultations are generally 15 to 30 minutes in duration and may occur monthly or less frequently, based on clinical/medical necessity.
- **Detox services:** Detox provides evaluations and medically-supervised alcohol and opioid detoxification for those who are likely to experience significant withdrawal from alcohol, heroin and pain pills like hydrocodone, oxycodone, morphine and codeine. This is a short term program, usually two to seven days based on medical necessity, with an emphasis on safe withdrawal, reducing discomfort, and providing education to encourage movement along the treatment continuum.
- **Intensive outpatient services (IOP):** IOP offers counseling services to target the reduction of symptoms of substance use and mental disorders, and enhance or develop behavioral, interpersonal or other skills needed for recovery and effective functioning in home, social and work environments. The IOP program provides therapy, support, and psychoeducation, primarily in a group format, three times a week for three hours a day. IOP may include some individual or family therapy services as clinically indicated to support the individual's treatment plan. The IOP program duration is generally twelve (12) weeks, though length of stay varies based on individual needs and treatment plans.
- **Medication management:** The psychiatrist or ARNP continues to monitor the individual's symptoms and condition, and adjusts prescribed medication as needed based on the individual's response to treatment. Follow up consultations are generally 15 to 30 minutes in duration and may occur monthly or less frequently, based on clinical/medical necessity.
- **Opiate Outpatient Detox:** This program serves clients diagnosed with opioid use disorder. Clients are supervised by medical professionals. Medication (Buprenorphine or Suboxone) is used as appropriate over a determined periods of time to move the client from withdrawals through a taper of medication, in conjunction with therapy and care coordination to help to client through the recovery process. Eligible clients (uninsured, underinsured, or indigent) may receive services at no cost, based on availability of state or federal funding.

ATTACHMENT D: INSURANCE REQUIREMENTS

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, employee's 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 Thirty (30) day 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 form 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

EXHIBIT 1: CERTIFICATE OF INSURANCE

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|-------|---|-------|---|-------|------------------------------------|-------|------------|--|------------|--|
| INSURED Meridian Behavioral Healthcare, Inc. Attn: Accts. Pay. 4300 SW 13th Street PO Box 141750 Gainesville, FL 326141750 USA | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Mental Health Risk Retention Group</td><td>44237</td></tr><tr><td>INSURER B: Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER C: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER D: Wesco Insurance Company</td><td>25011</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Mental Health Risk Retention Group | 44237 | INSURER B: Philadelphia Indemnity Insurance Company | 18058 | INSURER C: Scottsdale Insurance Company | 41297 | INSURER D: Wesco Insurance Company | 25011 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Mental Health Risk Retention Group | 44237 | | | | | | | | | | | | | | |
| INSURER B: Philadelphia Indemnity Insurance Company | 18058 | | | | | | | | | | | | | | |
| INSURER C: Scottsdale Insurance Company | 41297 | | | | | | | | | | | | | | |
| INSURER D: Wesco Insurance Company | 25011 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** W2837966**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|--|--|--------------------|---------------|-------------------------|-------------------------|--|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | N N | COP0001709 | 07/01/2017 | 07/01/2018 | EACH OCCURRENCE \$ 1,000,000 | |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | | | | | |
| | MED EXP (Any one person) \$ 5,000 | | | | | | |
| | PERSONAL & ADV INJURY \$ 1,000,000 | | | | | | |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | | GENERAL AGGREGATE \$ 3,000,000 | |
| | | | | | | PRODUCTS - COMPIOP AGG \$ 3,000,000 | |
| | | | | | | \$ | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | N N | PHPK1672402 | 07/01/2017 | 07/01/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | |
| | BODILY INJURY (Per person) \$ | | | | | | |
| | BODILY INJURY (Per accident) \$ | | | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | | | |
| | | | | | | \$ | |
| C | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE | N N | XLS0098723 | 07/01/2017 | 07/01/2018 | EACH OCCURRENCE \$ 2,000,000 | |
| | AGGREGATE \$ 2,000,000 | | | | | | |
| | DED RETENTION \$ | | | | | | |
| | \$ | | | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N No | N/A N | FITWC-33773-2017 | 06/01/2017 | 06/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | E L EACH ACCIDENT \$ 2,000,000 | | | | | | |
| | E L DISEASE - EA EMPLOYEE \$ 2,000,000 | | | | | | |
| | E L DISEASE - POLICY LIMIT \$ 2,000,000 | | | | | | |
| A | Professional Liability Claims Made Retro Active Date: 7/1/1986 | N N | COP0001709 | 07/01/2017 | 07/01/2018 | Each Claim \$ 1,000,000 | |
| | Aggregate \$ 3,000,000 | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Relates to County Grants.

CERTIFICATE HOLDER**CANCELLATION**

Alachua County Board of County Commissioners,
its officials, employees and volunteers
P O Box 2877
Gainesville, FL 32602-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 14768580

BATCH: 366410

ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into, and effective as of _____, 2017 (the "Effective Date") by and between Alachua County ("Alachua County" or "Covered Entity") and Meridian Behavioral Healthcare Inc., ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Alachua County or BUSINESS ASSOCIATE or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

INTRODUCTION

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at, 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); and (vii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the "HIPAA Rules." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. **Services.** Alachua County and Business Associate have entered into an agreement under which Business Associate will perform certain services for Alachua County ("the Services Agreement") Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the "Services") for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.
2. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum

necessary requirements, and no more than the minimum PHI necessary to perform under the Services Agreement. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may use PHI for the proper management and administration of Business Associate's business and to carry out its responsibilities in accordance with 45 C.F.R. § 164.504(e)(4). Business Associate may not de-identify PHI received from, or created on behalf of Covered Entity without the express written authorization of Covered Entity. Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Alachua County or will cause BUSINESS ASSOCIATE harm.

3. Safeguards for the Protection of PHI. Business Associate shall conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of Electronic PHI held by Covered Entity. Business Associate shall comply with the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended, and with the applicable provisions of the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended, to the extent Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule.

4. Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures. If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent possible, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

5. Data Breach Notification and Mitigation. Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence

would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

6. Use and Disclosure of PHI by Subcontractors, Agents, and Representatives. Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the same terms set forth herein. Business Associate shall terminate its business associate agreement with any subcontractor, agent or other representative if such subcontractor, agent or representative fails to abide by any material term of such agreement. Such business associate agreement shall identify Covered Entity as a third-party beneficiary with rights of enforcement in the event of any HIPAA violations. Any Agreement with any subcontractor, agent or other representative shall specifically include all of the terms of Paragraph 2 of this Agreement.

7. Individual Rights. Business Associate shall comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:

7.1. Right of Access. Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the request of Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

7.2. Right of Amendment. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

7.3. Right to Accounting of Disclosures. Business Associate agrees to document such

disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such information collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

7.4. No Waiver of Privilege. Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if such access would violate Alachua County's or Business Associate's ethical responsibilities or any privileges which Business Associate or Alachua County may have under Florida or Federal law. To the maximum extent permitted by law, BUSINESS ASSOCIATE hereby reserves and retains any and all privileges which Alachua County may have under Florida or Federal law related to the confidentiality of all patient records of Alachua County or any attorney-client privilege or any attorney-work product privilege which Alachua County may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Alachua County retains the right to waive its attorney-client privilege with regard to its own records and to expressly instruct Business Associate to provide access to those records as a result of that waiver. In the event Alachua County determines to waive any privilege which it may have, Alachua County shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

8. Ownership of PHI. Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Except as specified in this Agreement, Business Associate shall have no right to compile, distribute, make any statistical analysis, or develop any report utilizing any PHI provided to Business Associate under this Agreement nor may Business Associate release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of BUSINESS ASSOCIATE.

9. Prohibition on Sale of PHI. Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of BUSINESS ASSOCIATE.

10. Inspection of Books and Records. If Business Associate receives a request, made by or on behalf of HHS requiring Business Associate to make available its internal practices, books, and records relating to the use and disclosure of PHI to HHS for the purpose of determining compliance of Covered Entity with the Privacy Standards or the Security Standards, then Business Associate shall promptly notify Covered Entity of such request. Except as otherwise set forth below, Business Associate shall make its books and records relating to the use and disclosure of PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-client privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. If the Services Agreement is for legal services, then this section shall not be construed to require Business Associate to disclose or produce communications subject to the attorney-client, work-product, or other privileges or rights with respect to materials that analyze, evaluate or discuss the legal implication of PHI.

Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity), and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-client privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

11. Term and Termination.

11.1. Term. This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 11.2.

11.2. Termination for Breach by Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement, all relevant Services Agreement(s) and any related agreements if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. Termination by Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this

Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of this Agreement. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. Notices. Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by facsimile, provided the person that sent the notice can verify delivery. All notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance with the provisions of this Section 12:

If to Alachua County:

12 S.E. 1st Street
Gainesville, FL 32601
Attn: Chairman

If to Business Associate:

Dr. Margarita Labarta, Ph.D.
Meridian Behavioral Health Care
Access Center
4300 SW 13th St.
Gainesville, FL 32608

13. Miscellaneous.

13.1. Survival. The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

13.2. State Law. In addition to HIPAA and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of BUSINESS ASSOCIATE and federal security and privacy laws.

13.3. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13.4. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the Services Agreement upon written notice to the other Party.

13.5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act. Governing Law; Venue. This Agreement shall be governed by and construed in all respects by the laws of the State of Florida. The state court forum for any action commenced under this Agreement shall be in the Circuit Court in and for the Eighth Judicial Circuit of Florida. In the event Federal Court jurisdiction is mandated by some state or federal law, then venue and jurisdiction shall be The United States District Court in the Northern District of Florida, Gainesville Division.

13.7 No Third Party Beneficiaries. Except as provided in Section 6, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

13.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

13.9 Assignment. Neither Party may assign this Agreement without the prior written consent of the other.

13.10 Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

13.11 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

ATTEST (By Corporate Officer)

By: Wanda Ariles

Print: Wanda Ariles

Title: Asst. to the President
+ CEO

PROFESSIONAL *Corporate Officer*

By: Margarita Labarta

Print: **Margarita Labarta, Ph.D.**
President/CEO

Title: _____

Date: 11/30/2017

ALACHUA COUNTY, FLORIDA

By: Lee Pinkoson

Lee Pinkoson,
Chair, Board of County Commissioners

Date: 01/09/2018

ATTEST:

Jesse K. Irby II

Jesse K. Irby II, Clerk
Office

(SEAL)

APPROVED AS TO FORM

[Signature]

Alachua County Attorney's



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor**

12 SE 1st Street

January 9, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #28.

Agenda Item Name:

Meridian Behavioral Health Care, Inc. (MBHC, Inc.) agreement for the provision of services for Court Service clients.

Presenter:

Ron Akins, 337-6248

Item Description:

The agreement is for the provision of behavioral health services to Court Service clients in need of a higher level of care than can be provided in-house.

Recommended Action:

Authorize the Chair to sign the MBHC, Inc. agreement for the provision of services for Court Service clients.

Prior Board Motions

Approved by Board signed by Chair.

Fiscal Consideration:

Authorize the Chair to sign the agreement, funds are budgeted.

Background:

Meridian has been providing behavioral health care services to the Alachua County Court Service Programs since 1999. In order to be successful at treating the substance abuse and mental health conditions of the clients referred to Court Services, it is essential to have a complete continuum of care available to the participants. The continuum begins with the least restrictive mode of treatment (outpatient) and moves through intensive outpatient and eventually residential treatment if needed. This agreement provides for the middle spectrum of the continuum through the provision of intensive outpatient treatment along with mental health and methadone evaluations.