

**COOPERATIVE AGREEMENT BETWEEN ALACHUA COUNTY AND MERIDIAN
BEHAVIORAL HEALTHCARE, INC.
TO BENEFIT HOMELESS INDIVIDUALS
PROGRAM SERVICES CONTRACT**

THIS CONTRACT is made and entered into this 12th day of December, 2017, by and between the Alachua COUNTY, a charter COUNTY and political subdivision of Florida, by and through its Board of COUNTY Commissioners, (hereinafter COUNTY) and MERIDIAN Behavioral Healthcare, Inc., (hereinafter MERIDIAN).

WHEREAS, the COUNTY has been awarded a Cooperative Agreement to Benefit Homeless Individuals Grant (CABHI) (more fully described in the Notice of Award dated 9/13/2017 (Exhibit 1) in response to the application submitted (including the Scope of Work and Task List), to the Substance Abuse and Mental Health Services Administration (SAMHSA) as attached to this Agreement (Exhibit 2); and,

WHEREAS the COUNTY desires to implement the services described in the grant application; and

WHEREAS, MERIDIAN is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the COUNTY and MERIDIAN agree as follows:

1. Covenant for Services

The COUNTY does hereby contract with MERIDIAN to perform the services described herein and MERIDIAN does hereby agree to perform such services under the terms and conditions set forth in this Agreement.

2. Definitions: For purposes of this contract

2.1. Client shall mean a person in Alachua County who has been screened by this program and identified as meeting program criteria:

- 2.1.1. Individuals who experience chronic homelessness and have substance use disorders (SUDs), serious mental illness (SMI), serious emotional disturbance (SED), or co-occurring mental and substance use disorders (CODs); and/or
- 2.1.2. Veterans who experience homelessness or chronic homelessness and have SUD, SMI, or COD; and/or
- 2.1.3. Families who experience homelessness with one or more family members that have SUD, SMI, or COD; and/or
- 2.1.4. Youth who experience homelessness and have SUD, SMI, SED, or COD.

- 2.2. Full Time Equivalent (hereafter FTE): equal to one filled, full time, annual-salaried position.
- 2.3. Chronically Homeless is as defined by HUD and incorporated into this agreement as either (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, OR (2) an unaccompanied individual with a disabling condition who has had at least four episodes of homelessness in the past three years.
- 2.4. Homeless is also defined by HUD and incorporated into this agreement as a person sleeping in a place not meant for human habitation (e.g. living on the streets, for example) OR living in a homeless emergency shelter.
- 2.5. SPARS-CSAT (SAMHSA's Performance Accountability and Reporting System for data entry for Center for Substance Abuse Treatment grants.
- 2.6. SPARS-CMHS (SAMHSA's Performance Accountability and Reporting System for data entry for Center for Mental Health Services grants.
- 2.7. Service Definitions:
- 2.7.1. Case management services consist of activities that identify the recipient's needs, plan services, link the service system with the person, coordinate the various system components, monitor service delivery, and evaluate the effect of the services received.
- 2.7.2. Medical Services means primary psychiatric care, therapy, and medication administration provided by an individual licensed under the State of Florida to provide the specific service rendered. Medical services are designed to improve the functioning or prevent further deterioration of persons with mental health or substance abuse problems, including psychiatric mental status assessment. Medical services include follow up services with a registered nurse, including but not limited to, health education, medication education, medication administration, and prevention.
- 2.7.3. Outpatient Therapy is designed to improve the functioning or prevent further deterioration of persons with mental health and/or substance abuse problems through application of clinically appropriate interventions based on diagnosis and treatment plan. These services are usually provided on a regularly scheduled basis by appointment, with arrangements made for non-scheduled visits during times of increased stress or crisis. Outpatient services may be provided to an individual, a couple or family, or in a group setting. Services shall be provided by a professional qualified by degree, licensure, certification, or specialized training.
- 2.7.4. Outreach services are provided through a formal program to both individuals and the community. Community services include education, identification, and linkage with high-risk groups. Outreach services for individuals are designed to: encourage, educate, and engage prospective individuals who show an indication of substance abuse and mental health problems or needs.

- 2.7.5. Recovery Support services are designed to support and coach an adult, youth, or family to regain or develop skills to live, work and learn successfully in the community. Services include substance abuse or mental health education, assistance with coordination of services as needed, skills training, mentoring, and coaching.
- 2.7.6. Residential treatment is a structured rehabilitation-oriented group facility that has twenty-four hours per day, seven days per week, supervision. Residential treatment serves persons who have significant deficits in independent living skills and need more intensive support, behavioral interventions, and supervision.
- 2.7.7. Detoxification utilizes medical and clinical procedures to assist persons with substance abuse problems in their efforts to withdraw from the physiological and psychological effects of substance abuse. Detoxification provides emergency screening, evaluation, short-term stabilization, treatment, and discharge planning for longer-term treatment as clinically indicated. Detoxification may be provided in an inpatient or outpatient setting based on clinical necessity.
- 2.7.8. Crisis Stabilization means acute care services, offered twenty-four hours per day, seven days per week that provides brief, intensive mental health residential treatment services. These services meet the needs of individuals who are experiencing an acute crisis and who, in the absence of a suitable alternative, would require hospitalization.
- 2.7.9. Crisis Support/Emergency means non-residential care that is available twenty-four hours per day, seven days per week, to intervene in a crisis or provide emergency screening and brief intervention on a telephone or walk-in basis.
- 2.7.10. Supportive Housing means an evidence-based approach to assist persons with substance use, mental, or co-occurring disorders to maintain permanent housing of their choice through necessary services and supports to assure their continued successful living in the community and transitioning into the community.

3. Scope of Services

- 3.1 Program Participants to be served will include individuals and families in Alachua County who are experiencing chronic homelessness (generally defined by SAMHSA as 12 months or more), and who either have, or have one or more family members who have, the following: Substance use disorders (SUDs); serious mental illness (SMI); serious emotional disturbance (SED); or co-occurring mental and substance use disorders (COD).
- 3.2 Obtaining permanent housing will be a priority for all veterans served who experience either homelessness or chronic homelessness. Additionally, young people and families who are experiencing one of these disorders and are homeless, but not chronically, will also receive assistance with permanent housing, at a minimum through linkage to Alachua County's Continuum of Care (CoC).

3.3 MERIDIAN shall provide the following services to program participants:

- 3.3.1 Care coordination including assisting with access to behavioral health treatment, primary health care, vocational, educational, and housing services, and applying for social security benefits, as applicable.
- 3.3.2 Treatment services that include evidence-based modalities that are trauma- and gender-specific; may be provided on an outpatient or short-term residential basis depending on clinical criteria.
- 3.3.3 Psychiatric evaluation and medication management as clinically indicated.
- 3.3.4 Nursing services, which may include but are not limited to direct clinical care, disease prevention, health education, consultation, and medication administration.
- 3.3.5 Mentoring and recovery support through peer specialists.
- 3.3.6 Benefits Coordination through SOAR trained staff.
- 3.3.7 Linkage to resources for permanent supportive housing.
- 3.3.8 Engagement of natural support systems and families, where applicable.

3.4 MERIDIAN shall provide 8.62 FTEs including:

- 3.4.1 Program Director who is masters or doctoral level licensed mental health professional (.10 FTE)
- 3.4.2 Program Manager who is masters or doctoral level licensed mental health professional (1 FTE)
- 3.4.3 Therapist who is master's level social worker or mental health professional, license preferred (2 FTEs)
- 3.4.4 Care Coordinators (2 FTEs)
- 3.4.5 Peer Specialists (2 FTEs)
- 3.4.6 SOAR Specialist (.25 FTE)
- 3.4.7 Registered Nurse (.5 FTE)
- 3.4.8 Psychiatrist (.2 FTE)
- 3.4.9 Program Assistant (.32 FTE)
- 3.4.10 Evaluator (Contract basis)

3.5 Other Staff Requirements

- 3.5.1 Psychiatric and RN staff will be supervised by MERIDIAN's Medical Director
- 3.5.2 The Homeless Outreach Coordinator employed by COUNTY will participate in team meetings and clinical staffing with program personnel employed by MERIDIAN.
- 3.5.3 Program staff will have training in co-occurring disorders, housing, benefits coordination and vocational supports, as appropriate to their scope of practice.
- 3.5.4 Peer specialists will be certified or in process of certification during the first year of employment.

3.6 Data Collection and Reporting:

- 3.6.1 COUNTY and MERIDIAN shall share data for reporting as required by the grant or recommended by SAMHSA
- 3.6.2 MERIDIAN shall provide COUNTY with the following data for persons admitted to services:
 - 3.6.2.1 Diagnosis (mental or substance use or co-occurring disorders)
 - 3.6.2.2 Client satisfaction with services
 - 3.6.2.3 Other measures as mutually agreed upon by COUNTY and MERIDIAN
- 3.6.3 MERIDIAN shall provide other data elements as required by SAMHSA including at the time of client intake, discharge, and follow-up and enter these into the designated data system, SPARS-CSAT and/or SPARS-CMHS in accordance with SAMHSA timeframes, specifications, and requirements.
- 3.6.4 MERIDIAN and the COUNTY shall work together to achieve data performance objectives as set forth by SAMHSA
- 3.6.5 MERIDIAN will contract with a qualified evaluator to oversee the collection of demographic, process, performance, and outcome data to assess program quality and effectiveness. Responsibilities include data analysis and reporting, assistance with presentations on data findings for the CABHI Steering Committee and County, and overseeing evidence-

based program fidelity and adherence to the National Standards for Culturally and Linguistically Appropriate Services (CLAS).

3.7 Evaluation and Sustainability Activities:

3.7.1 MERIDIAN and COUNTY shall collaborate to document and report on achievement of key objectives, including:

3.7.1.1 Increased housing stability for those participating in the program (target 50% as measured by self-report for historical data and monitoring while in program)

3.7.1.2 Increased employment rates for those participating in the program and who are not receiving disability or have a disability case pending (target 25% as measured by self-report for historical data and monitoring while in program)

3.7.1.3 Increased abstinence from substance use for those participants that complete the program (target 50% as measured by self-report for historical data and weekly drug testing)

3.7.1.4 Improved individual/family functioning and well-being (target 50% as measured by pre/post self-report survey)

3.7.1.5 Improved social connectedness (target 50% as measured by pre/post self-report survey)

3.7.1.6 Increase in new community partnerships to add to the existing collaborative network of area service programs and homeless-serving systems (target, 10%).

3.8 Adherence to Grant Timeline

3.8.1 MERIDIAN and COUNTY will adhere to Project Timelines set forth in Exhibit 2 the Grant Application, or as agreed to by granting agency

3.9 Grant Award Agreement and Amendment

3.9.1 If the Grant Award Agreement between the COUNTY and SAMHSA is amended, the scope of services for the project shall be amended to be consistent with that Agreement.

3.9.2 In addition to any other requirements, duties or obligations, MERIDIAN will comply with all applicable provisions of the Notice of Award and Grant Application submitted to SAMHSA (Exhibits 1 and 2) and its

attachments, and will maintain records of such nature, type and detail as is required by the COUNTY, SAMHSA and the MOU.

4. Term

This Agreement is effective beginning _____, 2017 and continuing through September 30 _____, 2018 unless earlier terminated as provided herein. This Agreement may be renewed for two (2) additional one (1) year periods under the terms and specifications contained herein.

5. Representations: By executing this Agreement MERIDIAN as the provider of Professional Services makes the following express representations to the COUNTY:

- 5.1. MERIDIAN is professionally qualified to act as MERIDIAN for the Project and is licensed to provide mental health and substance abuse treatment services by all public entities having jurisdiction over MERIDIAN and the Project;
- 5.2. MERIDIAN shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until MERIDIAN's duties hereunder have been fully satisfied;
- 5.3. MERIDIAN has become familiar with the Project requirements and the local conditions under which the Project is to be operated;
- 5.4. MERIDIAN shall perform and provide all services required by this Agreement 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;
- 5.5. MERIDIAN represents that the services prepared by MERIDIAN are adequate and sufficient to accomplish the purposes of the Project.
- 5.6. MERIDIAN acknowledges that the COUNTY's review of the services provided in no way diminishes MERIDIAN's representations pertaining to the Project.

6. Consideration and Method of Payment for Services: For the assumption and performance of the duties, obligations and responsibilities set forth herein, MERIDIAN shall be paid in accordance with this section.

- 6.1. MERIDIAN shall be paid for those services required by this Agreement not to exceed the sum of \$658,572 for the initial Agreement term. Payment shall be made based on units of service as follows:

Case Management	\$ 59.31 per hour
Medical Services	\$406.50 per hour
Outpatient Therapy	
Individual	\$ 79.60 per session
Family	\$ 79.60 per session

Group	\$ 19.90 per hour
Outreach	\$ 45.72 per hour
Recovery Support	
Individual	\$ 35.18 per hour
Group	\$ 8.80 per hour
Supportive Housing	\$ 65.10 per hour
Residential Treatment	\$224.49 per day
Detoxification	
Inpatient	\$400.00 per day
Outpatient	\$ 78.45 per hour
Crisis Stabilization	
Inpatient	\$700.00 per day
Outpatient	\$ 47.58 per hour

- 6.2. Availability of Funds: Payment of funds pursuant to this Agreement is subject to and conditioned upon the release of authorized appropriations from SAMHSA and the COUNTY. MERIDIAN shall be paid in accordance with Section Eight (8) of this Agreement. The COUNTY's Grant Award Agreement from SAMHSA shall become part of this Agreement consistent with the requirements established in Florida Administrative Code, Section 9B-43.014.
- 6.3. As a condition precedent for any payment, MERIDIAN 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. MERIDIAN's invoice shall describe with reasonable particularity each service rendered, and the dates thereof. MERIDIAN's invoice shall be accompanied by documentation or data in support of services for which payment is sought as the COUNTY may require. Each invoice shall bear the signature of MERIDIAN which signature shall constitute MERIDIAN'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 MERIDIAN 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 MERIDIAN that payment of any portion thereof should be withheld. Submission of MERIDIAN's invoice for final payment shall further constitute MERIDIAN's representation to the COUNTY that, upon receipt by the COUNTY of the amount invoiced, all obligations of MERIDIAN to others, including its consultants or subcontractors, incurred in connections with the Project, will be paid in full. MERIDIAN shall submit invoices to the COUNTY at the following address:

Tom Tonkavich, Assistant Director
 Alachua County Community Support Services
 218 Southeast 24th Street
 Gainesville, FL 32641

- 6.4. In the event that the COUNTY becomes credibly informed that any representations of MERIDIAN relating to payment are wholly or partially inaccurate, the COUNTY may

withhold payment of the sums then or in the future otherwise due to MERIDIAN until the inaccuracy, and the cause thereof, is corrected to the COUNTY's reasonable satisfaction.

- 6.5. Any travel for which payment is made will be in accordance with the SAMHSA Travel guidelines. Payment for travel will be made in accordance with the provisions of Subsection 287.058(1)(b) and 112.061, Florida Statutes.
- 6.6. Purchase of Information Technology Resources with grant funds provided by the SAMHSA requires prior written approval from SAMHSA in accordance with procedures established by SAMHSA.
- 6.7. No funds provided herein may be expended for the purpose of lobbying the legislature, judicial branch, or a state agency in accordance with sections 11.062 and 216.347, F.S.
- 6.8. Payments for all sums properly invoiced shall be made, subject to availability of project funds, in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Florida Prompt Payment Act") and the Alachua COUNTY Prompt Payment Procedure (available at <http://co.alachua.fl.us/gov/dept/adminservices/purchasing>), to:

Meridian Behavioral Healthcare Inc.
Attn.: Dr. Margarita Labarta, President/Chief Executive Officer
1565 SW Williston Road
Gainesville, FL 32608

7. Other Requirements

- 7.1. Privacy Act and Confidentiality: Follow the privacy and de-identification standards and requirements of the State of Florida, The Health Insurance Portability and Accountability Act (CFR 45.601 et seq.) (HIPAA) and the requirements of CFR 42, Part 2.
- 7.2. Program Audit: Annual records audits will be performed by Alachua COUNTY Community Support Services staff to assure Agreement compliance, performance and quality assurance.
 - 7.2.1. Community Support Services staff will provide MERIDIAN at least Thirty (30) days' notice of pending annual site visit for records review.
 - 7.2.2. Additional audits may be performed, with Thirty (30) days' notice.
 - 7.2.3. Records review may include all clinical, financial and/or program related documentation.
 - 7.2.4. Corrective action plans shall be developed for any non-compliance issues found.
- 7.3. **Performance Standards:** The performance measures and the methodology for evaluation of performance identified in Exhibit 1 to this Agreement will be required.

8. Subcontracts

- 8.1. Any subcontracts under this Agreement, must include a provision that the subcontractor is bound by the terms and conditions of this Agreement with the COUNTY.
- 8.2. MERIDIAN agrees to include in any subcontract under this Agreement that the subcontractor shall indemnify and hold harmless the COUNTY and the SAMHSA from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Agreement.

9. Modification of Agreement: All modifications or amendments to this Agreement shall be in writing, executed with the same formalities as this Agreement, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Agreement. The amount of compensation to be paid to MERIDIAN will not be amended without mutual agreement of the COUNTY and MERIDIAN, formally executed in writing, subject to availability of funds.

10. Project Records.

10.1. General Provisions:

- 10.1.1. 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(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 10.1.2. In accordance with Section 119.0701, Florida Statutes, MERIDIAN 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, MERIDIAN 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.

- 10.1.3. 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 MERIDIAN does not transfer the records to the County.

10.2. Confidential Information:

- 10.2.1. During the term of this Agreement or license, MERIDIAN 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 MERIDIAN as "Confidential Information" or "CI."

- 10.2.2. The County shall promptly notify MERIDIAN in writing of any request received by the County for disclosure of Professional's Confidential Information and MERIDIAN 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.

10.3. Project Completion:

- 10.3.1. Upon completion of, or in the event this Agreement is terminated, MERIDIAN, 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 MERIDIAN or keep and maintain public records required by the County to perform the service. If MERIDIAN 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 MERIDIAN 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.

10.4. Compliance

- 10.4.1. If MERIDIAN does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.
- 10.4.2. 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 MERIDIAN 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
TOM TONKAVICH, ASSISTANT DIRECTOR
ttonkavich@alachuacounty.us, PHONE (352) 264-6700, US MAIL 218
SE 24TH ST, GAINESVILLE, FL 32601**

11. 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, MERIDIAN's representative and the COUNTY's representative are:

COUNTY: Claudia Tuck, Director
Alachua County Community Support Services
218 SE 24th Street
Gainesville, FL 32641

Meridian Behavioral Healthcare Inc.
Attn.: Carali McLean, Senior Vice President
1565 SW Williston Road
Gainesville, FL 32608

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

Jess K. Irby II
Clerk of the Court
201 East University Avenue
Gainesville, FL 32601
ATTN: Finance and Accounting

And to

Alachua County
Procurement Department
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts

12. Default & Termination

- 12.1. This Agreement may be terminated in whole or in part in writing by the COUNTY in the event of substantial failure by MERIDIAN to fulfill its obligations under this Agreement through no fault of the COUNTY, provided that no termination may be effected unless MERIDIAN is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination. The written notice will make specific reference to the provision which gave rise to the default. The Director of Community Support Services is authorized to provide written notice of termination on behalf of the COUNTY.
- 12.2. This Agreement may be terminated in whole or in part in writing by the COUNTY for its convenience, with or without cause or in the event funds are not available upon no less than twenty-four (24) hours' notice. The COUNTY's Director of Community Support Services is authorized to provide written notice of termination on behalf of the COUNTY.
- 12.3. If termination for default is effected by the COUNTY, an equitable adjustment in the price for this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to MERIDIAN at the time of termination may be adjusted to cover any additional costs to the COUNTY because of MERIDIAN's default.
- 12.4. For any termination, the equitable adjustment shall provide for payment to MERIDIAN for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably

incurred by MERIDIAN relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

- 12.5. Upon receipt of a termination action under paragraphs (1) or (2) above, MERIDIAN shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the COUNTY all data, reports specifications, summaries and other such information, as may have been accumulated by MERIDIAN in performing this Agreement, whether completed or in process.
 - 12.6. Upon termination, the COUNTY may take over the work and may award another party an agreement to complete the work described in this Agreement.
 - 12.7. If, after termination for failure of MERIDIAN to fulfill contractual obligations, it is determined that MERIDIAN had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the COUNTY. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.
 - 12.8. If funds to finance this agreement become unavailable, the COUNTY may terminate the agreement with no less than twenty-four (24) hours' notice in writing to MERIDIAN. The COUNTY will be the final authority as to the availability of funds. The COUNTY will pay MERIDIAN for all work completed prior to any notice of termination.
13. Remedies: Unless otherwise provided in this Agreement, all other matters in question between the COUNTY and MERIDIAN, arising out of or relating to this Agreement, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Agreement, shall be Alachua County, Florida.
14. Insurance & Liability: MERIDIAN shall be responsible for all damages to persons or property that occur as a result of MERIDIAN's fault or negligence in connection with work performed under the provisions of this Agreement, and MERIDIAN shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the COUNTY. MERIDIAN will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Attachment C.

15. Indemnification

- 15.1. MERIDIAN 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. MERIDIAN 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. MERIDIAN agrees that indemnification of the County shall extend to any and all work performed by MERIDIAN, 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 MERIDIAN's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and MERIDIAN.

15.2. 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.

16. Energy Efficiency: MERIDIAN shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. Project Representatives:

17.1. The COUNTY's Project Manager for this Agreement is: Tom Tonkavich, Community Support Services Director.

17.2. MERIDIAN's Project Grants Manager responsible for the planning and application services of this Agreement is Carali McLean, Senior Vice President, 1565 SW Williston Road, Gainesville, FL 32608. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Agreement.

18. Terms and Conditions: This Agreement contains all the terms and conditions agreed upon by the parties.

19. Eligibility: MERIDIAN certifies that it is eligible to receive state and federally funded contracts. MERIDIAN also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Agreement.

20. Conflict of interest: No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Agreement, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. MERIDIAN warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. MERIDIAN shall notify the COUNTY of any conflict of interest due to any other clients, contracts, or property interests. Further, MERIDIAN shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
21. 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.
22. Laws & Regulations: MERIDIAN will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. MERIDIAN 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 MERIDIAN is not familiar with state and local laws, ordinances, code rules and regulations, MERIDIAN remains liable for any violation and all subsequent damages or fines.
23. Assignment of Interest: Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.
24. Successors and Assigns: The COUNTY and MERIDIAN 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
25. Independent Contractor Agreement: In the performance of this agreement, MERIDIAN is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the COUNTY. MERIDIAN is solely responsible for the means, method, technique, sequence, and procedure utilized by MERIDIAN in the full performance of the agreement.
26. Collusion: By signing this agreement, MERIDIAN 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.
27. Prohibition Against Contingent Fees: MERIDIAN warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for MERIDIAN to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for MERIDIAN any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

28. Third Party Beneficiaries: This agreement does not create any relationship with, or any rights in favor of, any third party.
29. 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.
30. Non Waiver: The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.
31. Governing Law and Venue : This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua COUNTY.
32. Captions and Section Headings: Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
33. 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.
34. Attachments: This Agreement is subject to the provisions of the following Attachments, which are attached to and made a part of this Agreement:
- 34.1. Exhibit 1. "Notice of Award" from SAMHSA for Grant Number 1H79SM063339-01 (consisting of 6 pages.)
 - 34.2. Exhibit 2. Grant application submitted in response to CABHI FOA No. SM-16-007 consisting of 41 pages.
 - 34.3. Attachment A, "Type B Insurance Requirements," consisting of one (1) page.
 - 34.4. Attachment B, "Business Associate Agreement between the COUNTY and MERIDIAN BEHAVIORAL HEALTHCARE, INC.," consisting of eight (8) pages.
 - 34.5. Attachment C, "Business Associate Agreement between MERIDIAN BEHAVIORAL HEALTHCARE, INC. and the COUNTY," consisting of eight (8) pages.
35. Entire Agreement: This agreement and all listed attachments and exhibits as listed in Section 34 constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkoson, Chair
Chairman, Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:


J. K. Irby, Clerk

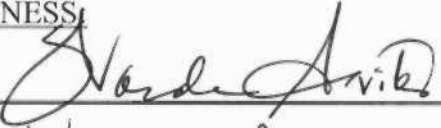

Alachua County Attorney's Office

(SEAL)
MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: 

Name and Title: Margarita Labarta, Ph.D, President/CEO

WITNESS:

BY: 

Wanda Aviles
Name and Title Assistant to President + CEO

Exhibit 1. "Notice of Award" from SAMHSA for Grant Number 1H79SM063339-01



CABHI
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 09/13/2017

Center for Mental Health Services

Grant Number: 1H79SM063339-01
FAIN: SM063339
Program Director: Thomas Tonkavich
Project Title: Alachua County CABHI

Grantee Address	Business Address
COUNTY OF ALACHUA Community Support Services 12 SE 1st Street Gainesville, FL 326017133	Alachua County Community Support Services Department Director 218 SE 24th Street Gainesville, FL 32601

Budget Period: 09/30/2017 – 09/29/2018
Project Period: 09/30/2017 – 09/29/2020

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$800,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF ALACHUA in support of the above referenced project. This award is pursuant to the authority of Sections 506, 509 & 520A of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

Exhibit 1. "Notice of Award" from SAMHSA for Grant Number 1H79SM063339-01(cont.)

SECTION I – AWARD DATA – 1H79SM063339-01**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$95,000
Fringe Benefits	\$35,878
Personnel Costs (Subtotal)	\$130,878
Supplies	\$3,200
Consortium/Contractual Cost	\$658,572
Travel Costs	\$4,680
Other	\$2,670
Direct Cost	\$800,000
Approved Budget	\$800,000
Federal Share	\$800,000
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$800,000

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$800,000
2	\$800,000
3	\$800,000

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1506000501A6
Document Number:	16SM03339A
Fiscal Year:	2017

IC	CAN	Amount
SM	C96J681	\$400,000
TI	C96N528	\$400,000

IC	CAN	2017	2018	2019
SM	C96J681	\$400,000	\$400,000	\$400,000
TI	C96N528	\$400,000	\$400,000	\$400,000

SM Administrative Data:

PCC: CABHICOM / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SM063339-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning

Exhibit 1. "Notice of Award" from SAMHSA for Grant Number 1H79SM063339-01(cont.)

fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79SM063339-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:
Additional Costs**

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SM Special Terms and Conditions – 1H79SM063339-01

REMARKS:

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the Cooperative Agreements to Benefit Homeless Individuals (CABHICOM) funding opportunity SM-16-007 has been selected for funding.

2. This award reflects approval of the revised budget submitted May 11, 2017 by your Organization.

3. Register Program Director/Project Director (PD) in eRA Commons:

If you have not already done so, you must register the PD listed on the HHS Checklist in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg_accounts/register_commons.cfm.

4. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMSHA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

Exhibit 1. "Notice of Award" from SAMHSA for Grant Number 1H79SM063339-01(cont.)

SPECIAL TERMS OF AWARD:

Disparity Impact Statement (DIS)

By **November 30, 2017** you must:

Submit an electronic copy of a disparity impact statement to the Government Project Officer (GPO) and Grants Management Specialist (GMS) as identified under Contacts on this notice of award.

The disparity impact statement should be consistent with information in your application regarding access, service use and outcomes for the program and include three components as described below. Questions about the disparity impact statement should be directed to your GPO. Examples of disparity impact statements can be found on the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/disparity-impactstatement>.

**Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training, and/or technical assistance activities.*

The disparity impact statement, in response to the Special Term of Award, consists of three components:

1. Proposed number of individuals to be served and/or reached by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.
2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.
3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:
 - a. Diverse cultural health beliefs and practices;
 - b. Preferred languages; and
 - c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

Braided Funding

This award reflects joint funding from SAMHSA's Center for Substance Abuse Treatment (CSAT) and Center for Mental Health Services (CMHS). Although CSAT and CMHS funds are jointly funding a spectrum of infrastructure, behavioral health treatment and recovery support services, each source of funding must be separately accounted for in a formal accounting system.

Based on the type of funding received:

CSAT and CMHS funds may be used for infrastructure development, evaluation, screening and assessment, and treatment and recovery support services for individuals with co-occurring mental and substance use disorders.

- Only CMHS funds can be used to pay for treatment and recovery support services for individuals who have only serious mental illness or serious emotional disturbance. CMHS funds **may not** be used to pay for treatment and recovery support services for individuals with **only** a substance

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Exhibit 1. "Notice of Award" from SAMHSA for Grant Number 1H79SM063339-01(cont.)

use disorder.

• Only CSAT funds can be used to pay for treatment and recovery support services for individuals who have only a substance use disorder. CSAT funds **may not** be used to pay for treatment and recovery support services for individuals with **only** serious mental illness or serious emotional disturbance.

Local Government/Community Recipients may use:

- Community recipients may use up to 10 percent of the total grant award for infrastructure development/improvements.

- Community recipients may use up to 20 percent of the award amount for data collection, performance measurement, performance assessment and evaluation. Each sub-awardee may use up to 10 percent of its funds for data collection, performance measurement, performance assessment and evaluation.

State, Local Governments, and Community Recipients may use:

- Not less than 70% of the total grant award for the provision of treatment and recovery support services for the population(s) of focus.

When completing the Federal Financial Reports (FFR/SF-425) in the Remarks Section (box #12), the grantee must track and report the use of funds separately based on the expenditures reported in their formal accounting system.

PROGRAMMATIC:

All SAMHSA grantees are required to collect and report certain data on that SAMHSA can meet its obligations under the Government Performance and Results Act (GPRA) Modernization Act of 2010. These data are gathered using SAMHSA's Performance Accountability and Reporting System (SPARS).

STANDARD TERMS OF AWARD: (Cooperative Agreement)

Refer to the following SAMHSA website for Standard Terms for All Awards for FY 2017: [Standard Terms and Conditions Webpage \(https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions\)](https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions). Please be sure to also reference the following Standard Terms:

- * [Cooperative Agreement Standard Terms \(PDF | 161 KB\)](#)
- * [Standard Terms and Conditions \(PDF | 264 KB\)](#), applicable to all awards
- * [New Grant \(PDF | 156 KB\)](#), applicable to all awards

Key Staff

Key staff (or key staff positions, if staff has not been selected) are listed below:

Thomas Tonkavich, Project Director @ 20% level of effort
Mindy Chambers, Evaluator @ unspecified level of effort

Any changes in key staff including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project, requires prior approval. Reference the Prior Approval Standard Term for additional information and instructions.

Exhibit 1. "Notice of Award" from SAMHSA for Grant Number 1H79SM063339-01(cont.)

REPORTING REQUIREMENTS:**Programmatic Progress Reports**

Submission of a Programmatic Bi-Annual Progress Report is due no later than the dates as follows:

1st Report - April 30, 2018

2nd Report - October 31, 2018

Please submit your Programmatic Bi-Annual Progress Report to DGMPProgressReports@samhsa.gov and copy your Program Official. (DO NOT SUBMIT HARD COPIES)

Annual Federal Financial Report (FFR)

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and must be submitted no later than 90 days after the end of the budget period. The annual FFR should reflect only cumulative actual federal funds authorized and disbursed, any non-federal matching funds (if identified in the FOA), unliquidated obligations incurred, the unobligated balance of the federal funds for the award, as well as program income generated during the timeframe covered by the report. The SF-425 is available at (<http://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>). Additional guidance to complete the FFR can be found: <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

Annual FFRs must be submitted to the applicable email:

CMHS Grants (e.g., SM-12345-01): CMHSFFR@samhsa.gov

Failure to comply with the above stated terms and conditions may result in suspension, classification as Restriction status, termination of this award or denial of funding in the future.

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.

CONTACTS:

Dorrine Gross, Program Official
Phone: (240) 276-1898 **Email:** dorrine.gross@samhsa.hhs.gov

Tomara Baker, Grants Specialist
Phone: (240) 276-1407 **Email:** Tomara.Baker@samhsa.hhs.gov

ABSTRACT

The Alachua County Department of Community Support Services, working in partnership with Meridian Behavioral Healthcare, Inc. and other key community partners, will implement the Alachua County Cooperative Agreement to Benefit Homeless Individuals (CABHI) program as part of our ongoing commitment to increase service capacity for our area's homeless populations, particularly for those who are most vulnerable. The proposed program will expand our local capacity to provide comprehensive, evidence-based treatment and services for adult individuals, unaccompanied youth and families who are experiencing homelessness in conjunction with their own or a family member's mental illness, substance use or co-occurring disorders. Through an evidence-based Care Coordination model, a multidisciplinary team will offer comprehensive permanent housing, treatment, benefits assistance and other recovery supports based on each person's strengths, choice and needs. This team-based, coordinated approach aims to decrease the significant access and service use disparities persons experiencing serious behavioral disorders can face when trying to locate and navigate multiple systems of care. The primary objectives of this collaborative, community-based program are to increase housing tenure, support continued treatment gains, and, as a result, promote positive recovery outcomes for the individuals and families receiving services.

Alachua County, located in North Central Florida, has had a long-standing, distinctive commitment to addressing homelessness in our communities. With strong stakeholder support, the County has continued to further initiatives designed to increase comprehensive services, such as the opening of a one-stop service center in 2014, which now serves over 10,000 persons annually. While these initiatives have led to increased services for individuals and families experiencing homelessness, they have also revealed disparities among certain populations, especially for those facing serious and chronic behavioral and other health care needs. The proposed program will continue to draw upon and expand existing area resources and the leadership of community stakeholders to address these significant service gaps.

The program will prioritize immediate permanent housing for all individuals and families who are experiencing chronic homelessness (generally defined by SAMHSA as 12 months or more) and either have, or have one or more family members who have, the following: substance use disorders (SUDs); serious mental illness (SMI); serious emotional disturbance (SED); or co-occurring mental and substance use disorders (COD). Permanent housing will also be a priority for all veterans with these disorders who experience either homelessness or chronic homelessness. Additionally, young people and families who are experiencing one of these disorders and are homeless, but not chronically, will also receive assistance with permanent housing, at a minimum through linkage to Alachua County's Continuum of Care (CoC) Coordinated Entry system. Based on a modified Assertive Community Treatment (ACT) model, the multidisciplinary team will work collaboratively to secure this housing for participants, as well as provide and coordinate treatment, peer support, benefits counseling, supportive employment, primary care and other recovery services. To meet the individual needs and preferences of participants, the program will integrate other evidence-based practices into services, such as Motivational Interviewing for consumer engagement and Seeking Safety, for individuals with a history of trauma and substance abuse.

The Alachua County CABI program anticipates providing 397 persons per year with comprehensive, coordinated treatment and services annually and 1,191 throughout the life of the project.

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PROJECT NARRATIVE

SECTION A: POPULATION OF FOCUS AND STATEMENT OF NEED

A1. Comprehensive Demographic Profile of Focus Population

Data from the 2015 Point-in-Time Count indicates that in Alachua County, Florida 42.8% of unsheltered individuals (282 persons) reported mental health issues, and 55% (362 persons) reported substance abuse issues. Data from partner Meridian Behavioral Healthcare indicates that

their organization in 2015, 639 reported they were homeless, an 11% increase from 2014.

Alachua County and its partners will implement the proposed CABHI program with the purpose of increasing our communities' capacity to provide comprehensive services supporting the housing and recovery needs of persons experiencing homelessness and behavioral health disorders.

With an estimated 2014 population of 256,380, Alachua County is comprised of an 875 square mile land area in North Central Florida. The County Seat is the City of Gainesville with an estimated 2014 population of 128,460 (U.S. Census). Gainesville is the home of the University of Florida, which enrolls approximately 50,000 students annually, providing the area with unique opportunities as well as challenges.

Alachua County is a mix of urban and rural communities: 78.81% of the population is urban and 21.19% is rural. However, the land area in the County is designated as 10.65% urban and 89.35% rural (U.S. Census). Poverty levels in Alachua County have consistently been well above state levels. According to the 2014 U.S. Census, 24.7% of persons live at or below poverty level, versus 16.7% statewide. In 2015, 49.6% of Alachua County students were eligible for free/reduced lunch (WellFlorida Council, 2015).

Within this catchment area, the program's focus population will be comprised of adults, youth and families as designated by the SAMHSA CABHI grant program and as listed below:

- Individuals who experience chronic homelessness and have substance use disorders (SUDs), serious mental illness (SMI), serious emotional disturbance (SED), or co-occurring mental and substance use disorders (CODs); and
- Veterans who experience homelessness or chronic homelessness and have SUD, SMI, or COD; and
- Families who experience homelessness with one or more family members who have SUD, SMI, or COD; and
- Youth who experience homelessness and have SUD, SMI, SED, or COD.

Persons within the focus population will be considered homeless or chronically homeless as indicated by CABHI grant program definitions, which incorporate the definition of "homeless" designated in 76 FR 75994 of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The Alachua County program estimates that at least 30% of the focus population receiving services will be considered chronically homeless under the grant program definition (i.e., generally for at least 12 months). However, recent Point-in-Time data showing a chronically homeless population of over 50% indicates the potential for that percentage to be much higher.

The program's focus population will include high need homeless subpopulations with mental illness, substance use and co-occurring disorders. Examples of these subpopulations include, but are not limited to, veterans; homeless unaccompanied youth/young adults who have exited foster

care; and pregnant women. The program will not exclude any individuals/families who meet the eligibility criteria described above. Table 1 shows the estimated demographics for the Alachua County CABHI focus population:

Table 1: Estimated* Focus Population Demographics

By Race/Ethnicity	
African American	33.0%
White (non-Hispanic)	52.0%
Asian	1.0%
Hispanic/Latino	9.0%
Other	5.0%
By Sex	
Female	35.0%
Male	65.0%
By Sexual Orientation/Gender Identity	
Lesbian	5.0%
Gay	7.5%
Bisexual	0.5%
Transgender	.1%
By Age	
0-12	1.0%
18-45	66.0%
46-55	22.0%
56+	11.0%
Primary Languages Spoken	English, Spanish

(*Estimates based on 2015 Meridian Behavioral Healthcare data for individuals receiving behavioral health treatment who report homelessness; LGBT data for the focus area available from the Williams Institute; and other local data.)

A2. Nature of the Problem, Service Gaps, and Extent of Need

Alachua County has a distinctive set of characteristics that underscore both its long-standing commitment to comprehensive homeless services and the area's continued need for increased service capacity, particularly for those populations who are the most vulnerable.

Alachua County has experienced both strong government commitment and community buy-in for finding solutions to area homelessness and has continued to support and implement collaborative approaches to this issue. In 2014, for example, the City of Gainesville acquired a shuttered secure drug treatment facility from the Florida Department of Corrections. With joint funding from the County, the city of Gainesville contracted with the Alachua County Coalition for the Homeless and Hungry (ACCHH) to develop a one-stop homeless center on the site. This Center, named Grace Marketplace, has since served in excess of 10,000 persons annually. It offers a wide variety of supportive services delivered by a consortium of community organizations and volunteers, such as intake and referral, counseling and case management, assistance with public benefit signups, job and life skills, legal assistance, showers and restrooms, meals, laundry facilities, storage of personal belongings and mail services, and a clothes closet. February 17, 2016 marked the 100,000th meal served at Grace Marketplace.

Until last year, historically Alachua County and its city center, Gainesville, experienced a growing homeless population. According to Point-in-Time Counts, in 2006 there were 1,191 total homeless individuals, 540 of whom were unsheltered. This number grew significantly and

CABHI (FOA No. SM-16-007) Alachua County Department of Community Support Services 4

in 2012, the count reached a high of 2,257 total homeless persons, a 90% increase, with 1,552 unsheltered, including 130 veterans. By 2015 the total had declined to 1,538 homeless persons, with 659 unsheltered, including 92 veterans (ACCHH Point-in-Time Data). This reduction might be attributed in part to concerted efforts by the North Florida/South Georgia Veterans

reduce the number of homeless veterans. There has been a gradual decline in the last three years in unsheltered individuals overall, but it is too early to attribute the overall decline to any one recent initiative, such as Grace Marketplace.

A deeper look at the data, however, indicates that while we have successfully reached many of the homeless, the most high need and/or vulnerable subpopulations remain to be reached. In 2015, 58.5% of unsheltered individuals reported being chronically homeless (homeless for more than a year) and in 2016 to date, 67.9%. In 2015, the majority of unsheltered individuals had a disabling condition (62.9% or 415), including 42.8% (282) reporting a mental health issue and 55% (362) a substance abuse issue (ACCHH Point-in-Time Data). Data provided by CABHI program partner Meridian Behavioral Healthcare further underscores the high number of persons in Alachua County with mental illness and substance abuse disorders who are also experiencing homelessness. Meridian is the only provider of behavioral healthcare services for indigent, underserved and underinsured individuals in a 10-county region of North Central Florida, which includes Alachua County. Table 2 shows the number of unduplicated individuals from Alachua County receiving behavioral health treatment at Meridian who reported being homeless during 2014, 2015 and the 2016 year to date (July-February). For the purpose of this data, individuals are recorded with either a primary diagnosis of a mental health or substance abuse disorders; however, an estimated 60% have co-occurring disorders.

Table 2: Individuals Receiving Behavioral Health Treatment Who Reported Homelessness

2014 Total Homeless 578	
<i>Type of Treatment</i>	<i>Number Homeless</i>
Mental Health	414
Substance Abuse	151
Other	13
2015 Total Homeless 639	
<i>Type of Treatment</i>	<i>Number Homeless</i>
Mental Health	444
Substance Abuse	190
Other	5
2016 Homeless to Date 200	
<i>Type of Treatment</i>	<i>Number Homeless</i>
Mental Health	143
Substance Abuse	57

Homeless individuals with behavioral health disorders may experience major challenges to accessing adequate support services based on the conditions currently facing Alachua County's general homeless population. For example, shortly after the opening of the one-stop center, a large homeless tent city relocated to property adjacent to it. This new tent city quickly grew to over 150 people. Services for the new tent city were not envisioned in the original Grace

CABHI (FOA No. SM-16-007) Alachua County Department of Community Support Services 5

Marketplace project scope and quickly overwhelmed the one-stop center. This new tent city became known as Dignity Village, existing outside the fenced area of the new Grace Marketplace one-stop. In an effort to bring order and structure to the Dignity Village encampment, the State of Florida, Department of Forestry licensed 10 acres of property adjacent to the one-stop to the City of Gainesville for a period of up to 10 years. During 2015, the City established camp policy and rules, appointed a full time manager, and a community policing oriented presence at Dignity Village. Since May 2015, the population of the encampment has varied from a high of 200 persons to a summertime low of 123 people. Most recently in February 2016, Dignity Village was comprised of 188 people, most living in tents and other structures not meant for human habitation.

living outside in Dignity Village is collectively referred to as the Empowerment Center. Numbering upwards of 300 people in a relatively small confined geographic area, the Empowerment Center has brought to light significant weaknesses in our system of care, while simultaneously offering a new opportunity to serve. For example, the number and nature of fire rescue and paramedic calls to the area demonstrates a lack of access to medical care for both acute and chronic health needs. Averaging over three calls per day, our first responders mostly encounter those suffering from poorly managed epilepsy (seizures and convulsions), violent assaults and rapes, and traumatic injuries. There are also a disproportionate number of calls related to psychiatric episodes and attempted suicides.

Other homeless encampments also exist in the city of Gainesville outside of the Empowerment Center, where individuals are more isolated and even less likely to seek or be linked to services. In the county's widespread rural areas, individuals experiencing homelessness are less concentrated, outreach is very challenging and services remain fragmented.

Our Homeless Continuum of Care faces logistic and financial challenges. Alachua County is somewhat unique in that its City Center, Gainesville, is a HUD entitlement community while the County is not. The Alachua County Coalition for the Homeless and Hungry is the Continuum of Care (CoC) lead agency. Our CoC has now established itself as a provider of homeless services through contract with the City for operation of the one-stop center. The City and County requested and have been awarded HUD technical assistance to review and adjust its CoC to these new challenges.

The County is an active and financially committed partner, sharing equally with the City in funding Grace Marketplace through its general property tax revenues (almost \$400,000 in Fiscal Year 2016). The County also provides medical respite, through contract, and has assisted with emergency and cold night sheltering. Past efforts to link housing vouchers with supportive services has not been successful due in part to limited system coordination and service capacity.

SAMHSA funding through the CABHI will assist in increasing treatment and related service capacity, resulting in increased housing capacity for homeless individuals and families with mental illness, substance abuse and co-occurring disorders. The evidence-based Care Coordination services supported by this opportunity will place priority on ensuring that one of the area's most vulnerable and high need populations will have priority placement in permanent supportive housing, as well as receive the person-centered treatment and supports needed for long-term housing stability, recovery and good quality of life.

A3. Focus Population Disparities in Access, Service Use, Outcomes

Disparities faced by the overall homeless population pose even greater challenges for the

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focus population of persons experiencing homelessness and serious behavioral health disorders.

Access to medical care is a significant disparity for Alachua County's homeless populations. In Dignity Village, the population is comprised of mostly single adults (60%+ females, with no children), meaning they may not qualify for Medicaid, which results in the large number of EMS calls. Additionally, the recent expiration of the SNAP waiver for Able-Bodied Adults Without Dependents (ABAWDs) is estimated to impact over 4,000 of our most vulnerable Alachua County citizens who will lose their food stamps after just 90 days. They will also lose their cellular telephones, which will further impede access to needed services.

Efforts to reduce the EMS call volume and improve the quality of medical care have found fragmentation in service delivery and significant barriers to improving access. A mobile medical clinic provides a limited level of primary care to the uninsured one day a week. While prescriptions are frequently written, the inability to get them filled results in frequent fire rescue calls necessitating a trip to the emergency room. The local safety net of medical providers is present on Tuesdays and Thursdays, and a group of volunteer community paramedics makes rounds on Mondays. The usual barriers to sharing medical and other confidential information results in a lack of coordinated care, duplication of effort, and service gaps, e.g., getting prescriptions filled, unmanaged diabetes, etc.

primary medical care, as well as behavioral healthcare, is critically important. Research has shown that individuals with serious behavioral health disorders also experience high rates of comorbid physical disorders, including chronic conditions such as cardiovascular disease, diabetes and respiratory disease (Walker, McGee, & Druss, 2015). Chronic disease can often be attributed to and exacerbated by the interaction of the individual's substance abuse, as well as other medical risk factors, such as increased prevalence of smoking and poor diet, resulting in increased morbidity and mortality among this medically high risk population. The very nature of mental illness and substance use disorders can also make self-management of chronic health conditions more challenging. Lack of stability and homelessness, compounded by their disorders, make it difficult for individuals to access and navigate multiple and fragmented services. This results in frequent use of acute services, such as hospital emergency rooms. As a result, these individuals often become "lost to follow-up" by the health system components with which they make sporadic contact.

For Alachua County's rural focus population, disparities in access and service use can be even more significant. The high degree of fragmentation in community-based services coupled with a serious shortage of providers is prevalent in rural areas throughout the nation (National Conference of State Legislators, 2013). Alachua County has federal Health Professional Shortage Area (HPSA) designations for primary and behavioral healthcare for its rural areas and is also designated as a medically underserved area for low income populations. Transportation is also the cause of major access disparities for low income persons in rural areas of Alachua County, where there is no access to public transportation.

In addition to health care, disparities in access to affordable housing are also significant throughout Alachua County. According to the National Association of Realtors, from 2011-14 most of Florida experienced double digit declines in the affordability of housing. Alachua County ranked near the top of those Florida counties experiencing declines in the affordability of housing growth with a -10.4%. While Gainesville and Alachua County are most recently experiencing growth in available rental properties, these are geared towards the University of

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Florida student population with average monthly rent quickly approaching \$1,000. Accessible affordable housing for low income individuals remains a critical disparity.

The Alachua County CABHI program will decrease these disparities in access, service use and outcomes for the focus population through the strategies summarized below:

- Within an evidence-based, Care Coordination framework, a multidisciplinary team of professionals and peers will provide services directly in the community. This includes outreach and assessment at the Empowerment Center and other areas where the homeless reside, as well as continued services in the homes and communities of individuals and families after they are housed.
- Team members, fully trained in SOAR and other benefits programs, will engage eligible individuals as early as possible to expedite available mainstream benefits and/or link them to trained and specialized assistance in finding private health insurance.
- A range of integrated, trauma-informed and culturally competent practices will help to build trust and increase engagement and participation in treatment and recovery support services.
- Care Coordination team members will assist participants in coordinating and maintaining their primary care with the goals of improving long-term healthcare outcomes and reducing high use of acute crisis services.
- The program will also serve to prioritize permanent supportive housing for high need homeless individuals with behavioral health disorders. Evidence-based treatment and a range of flexible supports based on each person's individualized needs and choice after they are permanently housed will help ensure housing tenure and positive recovery outcomes.

A4. Infrastructure Changes Proposed

We have allocated infrastructure funds to be used to establish a Steering Committee in the community, the members of which will be essential for ongoing monitoring and evaluation of the

staffing, and other related costs.

SECTION B: PROPOSED EVIDENCE-BASED SERVICE/PRACTICE

BI. Purpose, Goals and Objectives

The **purpose** of the proposed CABHI program is to increase Alachua County's capacity to provide coordinated evidence-based treatment, permanent supportive housing, supportive employment, and other recovery support services to adults, youth and families who are experiencing homelessness and are affected by serious mental illness, substance abuse or co-occurring disorders. Services will be integrated, culturally competent, community-based and accessible to the focus population.

To realize that purpose, the program has the following **primary goals**: 1) Reach and engage individuals throughout Alachua County who are experiencing homelessness and have behavioral health disorders; 2) Locate permanent housing for the focus population of individuals and families who are experiencing chronic homelessness and veterans who are homeless or chronically homeless; 3) Locate permanent housing for families and youth who are homeless, but not chronically homeless, or, at a minimum, link them to the Alachua County CoC Coordinated Entry system and other community resources with the goal of locating permanent housing; 4) Promote recovery and increase housing tenure through evidence-based, trauma-focused and culturally competent treatment and support services; 5) Engage and enroll eligible individuals in health insurance and in Medicaid and other benefit programs; and 6) Develop short- and long-

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term strategies in support of individuals who are experiencing homelessness and who have behavioral health issues through Steering Committee partnerships with service providers and other key stakeholders.

To achieve these goals, Alachua County proposes to track the following **measurable objectives/outcomes**: 1) Increased housing stability for those participating in the program (target 50% as measured by self-report for historical data and monitoring while in program); 2) Increased employment rates for those participating in the program (target 25% as measured by self-report for historical data and monitoring while in program); 3) Increased abstinence from substance use for those participants that complete the program (target 50% as measured by self-report for historical data and weekly drug testing); 4) Improved individual/family functioning and well-being (target 50% as measured by pre/post self-report survey); 5) Improved social connectiveness (target 50% as measured by pre/post self-report survey); and 6) Increase in new community partnerships to add to the existing collaborative network of area service programs and homeless-serving systems (target, 10%).

B2. Evidence-Based Practice (EBP) Proposed

Meridian, the program's behavioral health partner, will use a range of treatment and support service EBPs, which will be based on assessment and integrated to meet the individual needs and strengths of the participant. **This integrated approach will help ensure that treatment and related support services remain person-centered and appropriate to the norms/values, cultures, language, sexual orientation/identity, age and genders of our focus population.**

Care Coordination: Assertive Community Treatment (ACT) - Evidence-based Care Coordination will provide the framework for the program's service delivery. A multidisciplinary team of professionals will implement Care Coordination based on a modified ACT model incorporating ACT's essential principles. Using this model, the Care Coordination team members will be co-responsible for service provision for all program participants and will provide an accessible, single point of contact to a range of individualized recovery supports. This coordinated approach is essential for meeting the challenges individuals in the focus area may face in navigating often complex systems of care, challenges that can be exacerbated not only by their illness, but by local factors such as very low income, a rural geography, and lack of transportation. This approach allows behavioral healthcare, housing, primary healthcare and other recovery support services (supportive employment, transportation, etc.), to be addressed equally, resulting in better outcomes for individuals and families.

The longevity and efficacy of the ACT model in promoting recovery and reducing use of high end acute services, such as psychiatric hospitalization, for those with serious mental health and co-occurring substance use disorders has been widely documented (SAMHSA, 2008). The essential ACT principles that will form the core of the project's Care Coordination services include, but are not limited to, the following: practitioners of varied professional training working as a team to provide comprehensive, coordinated care; a flexible, person-centered approach with type and intensity of services based on each individual's unique needs, strengths and abilities; a comprehensive range of assistance and supports based on those needs, strengths and abilities; services delivered as needed in consumers' homes/areas of residence and communities, where issues may actually occur; a fixed point of contact for consumers for access to all services they need; and services, including crisis management, available 24/7.

Evidence has shown that ACT is most appropriate for individuals who have serious symptoms, resulting in a high level of impairment and poorer quality of life. These individuals

are also often high utilizers of acute crisis services, such as inpatient hospitalization, as their primary source of behavioral health care (Phillips S. D., et al., 2001). Conditions such as homelessness further exacerbate the difficulty in navigating the systems of care and support they need for stabilization and recovery.

The Alachua County project chose to use the ACT model due in part for its recognized effectiveness in increasing community tenure and promoting housing stability among persons with serious mental illness and co-occurring substance use disorders. The model has been adapted successfully for use with homeless persons, particularly when individualized attention is given to extended outreach and follow up and on building trust with team members (SAMHSA, 2003; Phillips S. D., et al., 2001). A modified ACT model has also been studied and determined effective when used as a clinical component for the provision of supportive housing services to homeless individuals with dual diagnosis (Tsemberis & Eisenber, 2000).

Additionally, ACT has been shown as effective in both urban and rural settings, which is appropriate for Alachua County's urban/rural community mix (Phillips S. D., et al., 2001). Santos et al. (1993) cited the model as effective in rural communities with modifications to allow for travel and local community characteristics.

The ACT principle of providing a range of coordinated *in vivo* services, that is, directly in the community rather than in clinical or other office settings, is particularly important for a local focus population that has been historically challenging to reach, engage and retain in services.

This community-based service delivery will help reduce service use disparities for those who are reluctant to come to office settings and decrease access disparities for those who do not have transportation, which is especially important in Alachua County's rural communities where transportation can be a significant barrier. ACT's community-based approach helps ensure that individuals receive services without interruption.

In accordance with the ACT model, the Care Coordination team will provide treatment and coordinate and provide a range of other person-centered supports (permanent supportive housing, primary healthcare, supportive employment, skills training, etc.) coordinated by the team with the goal of promoting recovery and assisting individuals and families to remain in permanent housing. In keeping with the ACT model, services, including crisis services, will be available 24/7, and length of participation will be flexible based on individual needs. Through a fully trained team, Care Coordination services will be trauma-informed, recognizing that individuals with behavioral health disorders often have a history of trauma, as well as recognizing the trauma of homelessness itself. Care Coordination will also integrate trauma-specific EBPs, such as Motivational Interviewing and Seeking Safety, further described below.

Other EBPs: In order to provide a person-centered continuum of services for participants based on individualized needs, strengths and abilities, Meridian will also implement the following evidence-based programs. **These services will be fully integrated as part of the individual's care plan and the continuum of services within the modified ACT model.**

Table 3: EBPs and Justification

EBP	JUSTIFICATION
<i>Outreach, Engagement, Screening:</i> Motivational Interviewing (MI)	The Care Coordination Team will implement MI to engage individuals in services, as well as to explore ambivalence to change and promote program retention. MI is a person-centered approach that encourages clinicians to meet participants where they are with respect to their demographics, age, gender, culture,

	literacy level, sexual orientation/identity and/or disability. MI is listed on SAMHSA's National Registry of Evidence-based Programs and Practices (NREPP). MI is a complementary component of ACT and other EBPs.
Treatment: Cognitive Behavioral Therapy (CBT)	Broad empirical evidence supports CBT as an effective community based treatment. CBT has been reported as appropriate and effective for males and females, youth and adults, across races/ethnicities, for LGBT populations and in urban and rural locations. CBT models are widely used by trained and experienced clinicians in partner Meridian's programs and in combination with other therapies.
Treatment: Medication Assisted Treatment (MAT) with evidence-based behavioral therapy (e.g., CBT)	Since 2004, Meridian has had one of the state's approved Medication-Assisted Treatment (MAT) programs using methadone, Vivitrol, and buprenorphine for medicated assisted treatment. The program can also prescribe buprenorphine with or without naloxone according to the physician's orders. The implementation of MAT with evidence-based behavioral therapy is recognized as a cost-effective evidence-based practice for treating substance abuse disorders (SAMHSA, 2005).
Trauma-Specific Treatment: Seeking Safety (SS)	SS is a trauma-specific model using a cognitive-behavioral approach for individuals with a history of trauma and substance abuse. SS is listed on SAMHSA's NREPP. Efficacy has been reported for both males and females and across races/ethnicities.
Support Services: SSI/SSDI Outreach, Access, and Recovery (SOAR).	SOAR is specifically designed to assist individuals who have a mental illness, medical impairment, and/or a co-occurring substance use disorder; who are returning from institutions and/or are homeless; and have problems with accessing SSI/SSDI benefits. A member of the Care Coordination team will be a SOAR specialist.
Support Services: Permanent Supportive Housing Practices/Housing First	Housing services will follow evidence-based principles that promote integrated, equal, affordable permanent housing based on individual choice, as well as the coordinated supportive services persons require to select and maintain it (SAMHSA, 2010). The program will emphasize moving persons into permanent housing as quickly as possible without requiring "housing readiness" preparation prior to being housed.
Support Services: Supportive Employment Practices	Supportive employment services will be implemented using the key evidence-based principles, including, but not limited to, an emphasis on integrated, competitive employment and quick job search over extensive "work readiness" preparation (SAMHSA, 2009).
Support Services – Wellness and Tobacco Cessation: Team Solutions and Solutions for Wellness; Learning About Healthy Living	<i>Team Solutions and Solutions for Wellness</i> are psychoeducational interventions for people with psychiatric illnesses that incorporate physical health and wellness into the recovery process. The interventions are listed on SAMHSA's NREPP as effective across all races/ethnicities and in urban, suburban and rural locations. <i>Learning About Healthy Living</i> is a tobacco cessation program for individuals with mental illness that is listed as an evidence-informed intervention by SAMHSA-HRSA Center for Integrated Health Solutions (CIHS).

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B3. Practice Proposed in Lieu of EBP

This section is not applicable to the proposed project, which will implement the evidence based programs and practices described above.

B4. How EBP Addresses Population Disparities in Service Access, Use, and Outcomes

The EBP's Care Coordination approach reduces or eliminates the challenges persons with serious behavioral health disorders may face when trying to navigate complex systems of care and multiple services, including access to permanent housing. In Alachua County's outlying rural areas, transportation is a serious access barrier and accessing services can be more fragmented. Care coordination promotes comprehensive treatment and related recovery support services without interruption. Integrating engagement and trauma-informed practices with community-based Care Coordination reduces service use disparities by helping to build trust and encourage participation by persons who, because of trauma and/or the nature of their disorders, may be reluctant to engage and remain in services. Because Care Coordination will be highly individualized, services will be inherently culturally competent. The modified ACT team will reflect the cultural diversity of the individuals and communities with whom and in which they work. The program also incorporates other evidence based programs and practices that have been studied and proven effective for the socioeconomic, race/ethnicity, gender, sexual orientation/identity status, adult and youth age groups, and other key demographics of our focus population, as well as for the combined rural and urban geographic service area, thereby helping to improve overall outcomes.

B5. EBP or Practice Modifications and Justification

The Alachua County CABHI will use a modified ACT adapted to local needs, while retaining the key, essential principles of the ACT model as indicated by SAMHSA and by fidelity scales such as the Dartmouth Assertive Community Treatment Fidelity Scale (DACTS) (Phillips S. D., et al., 2001). Research and experience has shown that modifications to and adaptations of ACT have been implemented widely to adjust to various and changing populations and program contexts without impacting the efficacy or fidelity of the model (Saylers & Tsemberis, 2007; Razali & Hashim, 2015).

Bond et al. (2001) summarized evidence that ACT is applicable to persons of different ages, genders, levels of education and cultural backgrounds, as well as across a wide range of diagnoses. Although the ACT model was initially developed for the severe and persistently mentally ill, the target population for the proposed modified ACT not only includes persons experiencing homelessness who have serious mental illness, but those with substance use and/or co-occurring mental and substance use disorders as well. Both Meridian's experience and research have indicated that ACT has produced positive outcomes for these populations, especially when including a range of services such as treatment, housing assistance, etc. (Saylers, M., & Tsemberis, S. 2007).

Additionally, to maximize county resources and expand service capacity, the program will integrate services offered through the Alachua County Department of Community Support Services with treatment provider Meridian's Care Coordination team members. The integration of Alachua County's Homeless Outreach Team Leader, a licensed clinician, will allow the program to expand 24/7 outreach, assessment, crisis, and engagement activities throughout the focus area.

To integrate and enhance consumer medical care, the Care Coordination team, which will include a nurse and psychiatrist, will also work in close coordination with the medical team at

Meridian's onsite, integrated primary care clinic. To facilitate and coordinate placement in permanent housing and related services for homeless youth and families, the Care Coordination team will work in conjunction with the Alachua County Coalition for the Hungry and Homeless for utilization of the HUD Coordinated Entry system.

Modifications of the program's evidence-based programs and practices other than ACT are not anticipated.

B6. Monitoring of EBP

All team members will be fully trained in the ACT model and other EBPs they are implementing. Ongoing fidelity will be guided by the fidelity scales provided by the EBP toolkits, checklists and manuals, which are deemed reliable and valid. The program's implementation of ACT will be guided by the information and tools in the SAMHSA Assertive Community Treatment (ACT) Evidence-Based Practices (EBP) KIT (SAMHSA, 2008). The project will also use scales such as the Dartmouth Assertive Community Treatment Fidelity Scale (DACTS) as a fidelity tool for assessing whether the key components deemed critical to the ACT model's success are being implemented within the program's modified ACT (Phillips S. D., et al., 2001). The program will also ensure fidelity through consistent supervision by a licensed professional and through the team structure, which promotes ongoing and frequent communication. Program implementation will be reviewed in team meetings as is appropriate to the model to ensure fidelity. If issues are discovered during these reviews, staff will be trained and retrained, as well as more frequently monitored. Outcome measurement and evaluation will also help guide fidelity and EBP effectiveness. Monitoring of EBPs will also be the responsibility of the Steering Committee. Reports will be provided as part of the Steering Committee meeting regarding fidelity and implementation of EBPs. In addition, the proposed program has chosen EBPs that have been studied and proven effective for the socioeconomic, race/ethnicity, gender, and other key demographics of our target population and for the combined rural and urban geographic service area, thereby helping to promote fidelity.

SECTION C: PROPOSED IMPLEMENTATION APPROACH

C1. Alignment with SAMHSA's Strategic Initiatives (Recovery Support)

Through its emphasis on a person-centered, coordinated network of services and supports, the program model is inherently recovery-oriented and supports SAMHSA's working definition of recovery: *A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.* In keeping with SAMHSA's four major dimensions that support a life in recovery, Health, Home, Purpose, and Community, the program's Care Coordination model approaches recovery as embracing all aspects of a person's life, including housing, employment, education, mental and physical health, spirituality, creativity, social networks, community participation, and family supports, as determined by the individual's strengths, needs and choices. In this way, the program also encompasses SAMHSA's 10 Guiding Principles of Recovery into each of its programs, including: 1) hope is a catalyst for recovery; 2) recovery is person-driven; 3) there are many pathways to recovery driven by an individual's experiences, culture/backgrounds, strengths, and goals; 4) recovery is holistic; 5) peers and allies play an invaluable role in recovery; 6) recovery is relational, supported by social networks; 7) culture and cultural backgrounds are key in an individual's pathway to recovery; 8) recovery is trauma-informed; 9) individuals, families, and communities serve as a foundation for recovery; and 10) recovery is based on respect. The proposed program aligns with these dimensions and principles as shown in the following strategies: 1) by

empowering persons to ask questions and control their care in order to support recovery and resiliency; 2) by offering an integrated range of empirically validated treatment interventions to best address the unique needs of each individual and family; 3) by providing person-centered assessment processes, based on evidence-based models; 4) by choosing treatment models that incorporate family supports and cultural factors as key elements of recovery; 5) by addressing the needs of the whole person through access to a range of community-based supports; 6) by ensuring the input of participants in all aspects of their treatment, including evaluation; and 7) by engaging a broad representation of stakeholders to identify and implement strategies to increase access, community supports and service quality.

C2. Participating Organizations

Meridian Behavioral Healthcare (subawardee): Meridian Behavioral Healthcare is an experienced, licensed behavioral health care provider located in the city of Gainesville in Alachua County. Meridian will provide evidence-based treatment, including residential treatment as needed, care coordination, and recovery support services (supportive employment, access to permanent housing, peer supports, etc.). Meridian is a private not-for-profit corporation that has provided behavioral health care in North Central Florida for the past 44 years. Last year Meridian provided services to 18,501 individuals across a 10-county area, including Alachua County. Meridian is accredited by the Commission for Accreditation of Rehabilitation Facilities (CARF) and is licensed by the Department of Children and Families, Agency for Healthcare Administration, and Drug Enforcement Agency to provide residential and outpatient mental health and substance use disorder treatment services and crisis stabilization. Meridian provides a network of services in our area for individuals with a mental illness, substance use and/or co-occurring disorders, including psychiatric services, crisis stabilization services, detoxification, Medication Assisted Treatment (MAT), medication management, residential programs, day treatment/psychosocial rehabilitation, and outpatient services for children, youth and adults. Additionally, Meridian is implementing a Health Home for consumers with the development of an integrated primary care clinic on its Alachua County campus. Meridian has experience in implementing a wide range of evidence-based programs and practices with fidelity, including all of those relevant to the proposed program. The organization has worked in homeless assistance programs since its inception. Meridian is the current provider of the Projects for Assistance in Transition From Homelessness (PATH) program across the 10-county area; HUD Emergency Solutions Grant (ESG) Street Outreach Program; and a federal Supportive Services for Veteran Families (SSVF) program, providing rapid re-housing for veterans who are at risk of homelessness and their families. Meridian also operates permanent housing programs for individuals with chronic mental illness and rental homes for very low income persons and/or households. Meridian has a strong onsite presence at Alachua County's one-stop homeless services center, Grace Marketplace, providing outreach, screening and referral, prevention and benefits assistance.

Other Key Partners:

Alachua County Coalition for the Homeless and Hungry (ACCHH): ACCHH is the Continuum of Care (CoC) lead agency. As a program partner, ACCHH agrees to serve as an access and referral point through the HUD Coordinated Entry system; assure that CABHI issues are a focus of the CoC Governance Board; and work with the CoC and CABHI partners to seek additional funding, service and housing opportunities for CABHI participants. ACCHH will also serve as a member of the Community Steering Committee.

Alachua County Housing Authority (ACHA) and Gainesville Housing Authority (GHA): ACHA and GHA are the key administrators of affordable permanent housing for persons/families who are homeless, have disabilities and/or are low income. ACHA and GHA will provide guidance to the program on the provision of permanent housing for the focus population of homeless individuals/families with behavioral health disorders. They will also serve as members of the Community Steering Committee.

Alachua County and City of Gainesville Fire Rescue, Medical Safety Net Providers, and University of Florida (UF) Mobile Outreach Clinic: These agencies and providers will serve as referral sources. They will also explore co-location of services, and will serve as members of the Community Steering Committee.

Florida Department of Health Alachua (DOH-Alachua): As the provider of public health services in the County, DOH-Alachua has been actively involved in health issues surrounding homelessness. DOH-Alachua will serve as a source of referrals, provide access to available Department of Health services and resources, and serve as a member of the Steering Committee.

City of Gainesville and Gainesville Police Department (GPD): These agencies provide community advocacy, linkage to community police resources, and serve as a source of referrals. They will also help to further policy development and serve on the Steering Committee.

Consumers: Consumers, representative of the focus population, will participate in evaluating the program, in community advocacy and serve as members of the Community Steering Committee.

Lutheran Services Florida: Lutheran Services Florida Health Systems (LSFHS) is the not-for-profit behavioral health Managing Entity (ME) contracted by the Florida Department of Children and Families to serve a 23-county region in Northeast and North Central Florida. LSFHS will serve as a member of the Community Steering Committee.

National Alliance on Mental Illness (NAMI)/Gainesville: NAMI Gainesville will provide volunteer services and recruitment as appropriate, including peers. NAMI Gainesville will serve as a member of the Community Steering Committee.

Veterans Administration: North Florida/South Georgia Veterans Administration (VA) is the largest Veterans Integrated Service Network (VISN) in the country. The VA will serve on the Community Steering Committee.

Partnership for Strong Families: Partnership for Strong Families (PSF) is the community-based care child welfare agency for 13 counties in North Central Florida through the Florida Department of Children and Families. PSF will provide guidance and assist the program with youth referrals.

Florida Department of Juvenile Justice, Circuit 8, Probation Office: This office represents the juvenile justice circuit for Alachua County and will serve as a source of youth referrals.

C.3 Timeline

As shown in the following timeline, direct service delivery in year 1 will begin within 4 months after the grant award.

Table 4: Three-Year Program Timeline – Alachua County CABHI

ACTIVITY	PARTIES RESPONSIBLE	YEAR 1				YEAR 2				YEAR 3			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Award Notification	SAMHSA												
Submit Sub-Award Documentation	ACCSS* Project Director												
Stakeholder Meeting on New Program	ACCSS, Steering Committee												
Recruit/Hire Staff (Uses Some Existing Staff)	ACCSS Project Director, Meridian Program Director												
Coordinate with SAMHSA staff	ACCSS Project Director												
Staff Training	Program Manager												
Outreach to Steering Committee Stakeholders	ACCSS Project Director												
Meet with Evaluator	ACCSS Project Director, Steering Committee												
Develop and Implement Protocols/Procedures	ACCSS Project Director, Program Manager												
Implement Plans for EBP Fidelity	Evaluator, Program Manager												
Develop Behavioral Health Disparities Statement	Program Manager, Grant Coordinator												
Sustainability Planning	Steering Committee Homeless												
Outreach and Engagement for consumers	Outreach Team Leader, Peer Specialists Program Manager, Therapists Care Coordinators												
Accept/Screen Referrals (within month 4-yr. 1)	Therapists, Program Manager												
Implement EBP: Treatment/Recovery Support	ACCSS Project Director												
Place participants in permanent housing and/or link to HUD Coordinated Entry System	Steering Committee												
Collect GIPRA (baseline, discharge, 6 mos. post)	Project Director, Evaluator												
Steering Committee Meetings (monthly initially and then quarterly-actual dates TBD)	ACCSS, Meridian												
In-person Annual Grantee Meetings (dates TBD)	Evaluator, ACCSS, Steering Committee												
Participate in national cross-site evaluation (TBD)	ACCSS Project Director, Grant Coordinator												
Evaluation Reports	ACCSS												
Progress/Performance/Financial Reports to SAMHSA (dates TBD upon award)													
SAMHSA Grant Closeout													

*ACCSS refers to Alachua County Department of Community Support Services, the lead agency

C4. Implementation of Key Activities

The project will implement the key activities designated for the CABHI program and listed in the project timeline as follows:

Direct Services: Direct program services will begin within 4 months after grant award. We understand the importance of providing timely services; therefore, Alachua County and our partners will create an implementation plan to ensure that services begin within the designated time. The program will be able to use certain existing staff. Meridian and its staff are already experienced in the proposed primary EBPs, which will reduce start-up time for implementing these treatment models.

A multidisciplinary Care Coordination Team, consisting of a Program Manager, RN, Psychiatrist, Therapists, Care Coordinators, SOAR Specialist, and Peer Specialists, will have the primary responsibility of direct service delivery. In keeping with the ACT model, all members of the team will work collaboratively on all aspects of care for each program participant. The primary goals of Care Coordination services are to increase access to services, assist in finding and retaining permanent housing, continue treatment and recovery gains, and promote long-term wellness. Care Coordination/treatment will be provided primarily on an outpatient basis.

However, short-term (10-14 days) residential treatment will also be available at Meridian for individuals in need of intensive short-term treatment. This option will enable individuals who are homeless and in need of more intensive intervention to remain off the streets, while becoming more stabilized and allowing the Care Coordination team to get benefits and housing in place as appropriate.

Consumer **outreach and engagement** will occur through the collaborative efforts of the Alachua County Homeless Outreach Team Leader, Peer Recovery Specialists and Care Coordinators. Outreach will be provided at Alachua County's Empowerment Center (Grace Marketplace and Dignity Village), other homeless encampments, parks, convenience stores and other targeted areas. The Homeless Outreach Team Leader will implement crisis intervention services at these areas in collaboration with other Care Coordination team members and partners. To promote engagement, trained Peer Recovery Specialists, in conjunction with the Program Manager and other team members, will play a primary role in direct outreach in the community. Additional contacts/referrals will be made through the County's Crisis Services (e.g., walk-in, phone) and from community partners. To identify, engage and meet the special needs of homeless youth, including youth experiencing early onset of SED/SMI and LGBTQ youth, the program will work with Alachua County Crisis Services, the Pride Community Center, NAMI Gainesville, and Partnership for Strong Families.

Triage screening and assessment will be provided at outreach locations. The Program Manager will review referrals daily and ensure each referral will have follow up until resolution of referral and/or admission to the program.

Each program participant will be provided **comprehensive assessment**, including assessment for mental illness, substance abuse and co-occurring disorders using evidence-based tools; a housing needs assessment through the CoC Coordinated Entry System; and assessment of other strengths and needs. This comprehensive assessment will be consumer driven and completed by the consumer with members of the Care Coordination team. With the active involvement of the consumer, the team member will design an **individual care plan** based on the assessment that identifies the person's needs, strengths, preferences and barriers/challenges to managing their behavioral and physical healthcare, housing and daily living activities. All information will be

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entered into Meridian's Emergency Medical Record (EMR), Essentia™ for efficient and expedient access to the consumer's health information and to facilitate care coordination.

All direct care services will be highly consumer-driven with individuals playing an active role in their care and the services and goals that affect their lives. Service delivery will be highly

individualized, flexible in length based on the persons/families changing needs, and provided in the participant's place of residence/community whenever possible. Core direct services will include providing mental illness, substance use, and co-occurring mental illness/substance use treatment; identification of and ensuring permanent housing; assisting consumers with obtaining mainstream and other benefits (e.g., SOAR); helping consumers manage daily living skills; facilitating support group/group counseling at accessible locations; providing evidence-based wellness education, including tobacco cessation, and disease management; assisting consumers with appointments in the community; monitoring and managing medications and Medication Assisted Treatment (MAT) as needed; monitoring progress; discharge planning, and ongoing follow-up. The team will provide care coordination for all program participants using the Meridian primary health clinic in collaboration with the clinic personnel, including the provision and coordination of medications and treatment; ensuring labs, medications and other ancillary services are provided; and coordinating referrals to specialty care. The team will also assist consumers with coordinating and maintaining their healthcare at another primary care provider in their community as desired. **Team members will implement trauma-informed practices, including evidence-based programs such as Seeking Safety, when delivering services.** All team members will be trained and experienced in recognizing trauma and its triggers and on avoiding re-traumatization.

The Alachua County CABHI program is able to draw on strong partner resources if specialty services are needed. For example, Meridian has services to meet the special needs of youth, pregnant women and for families with children, including the only trauma-focused services for parents with children ages 0-5 available in the area. Services for individuals with HIV/AIDS, special housing services for veterans, and forensic services are also available. Crisis services will be available 24/7. The Care Coordination team will provide rotating on-call hours so that consumers can be provided services whether routine, urgent or crisis oriented. Additionally, participants will be informed that Alachua County Crisis Services and Meridian's access center provide crisis intervention services by phone on a 24 hour basis. Meridian's Crisis Stabilization Unit and Detox program are also open 24 hours a day for services if needed.

Team members will maintain regular and ongoing contact with the consumer. If the person is having difficulty complying or coping, the team member will problem-solve with the consumer to identify possible solutions. The Care Coordinator will increase treatment/therapy, other supports and contact and then continue to follow-up with the consumer. The ultimate goals of all treatment and recovery support services is to improve access to and retention in services and housing, continue treatment gains and, as a result, improve the overall quality of life for the individuals and families receiving services.

Evaluation: The Evaluator, with the Project Director and Steering Committee members, will begin evaluation planning at the time of grant award, as well as implement plans for EBP fidelity. The individual who will act as the program Evaluator has experience evaluating federal grants, including collecting and reporting on performance measures and other key information to ascertain program success. Evaluation will include the input of consumers, partners and other area stakeholders and the community at large through such vehicles as satisfaction surveys/evaluations, focus groups, and Steering Committee meetings.

Sustainability Planning: Sustainability planning will begin at the time of grant award. Sustainability planning will be a principle function of the Community Steering Committee. The Committee will implement a process for analyzing resource needs and developing a financing plan to sustain

program services. Assisting individuals and families participating in the CABHI grant program with obtaining benefits and healthcare coverage to meet their treatment needs will be a basic component of the sustainability. Additionally, both the city of Gainesville and Alachua County have a history of being financially committed to implementing and sustaining proven solutions to end homelessness in our area. We will also actively network with the community, including foundations, policymakers and state and federal funders to continue to improve, enhance, develop and sustain services. Recognizing that education, awareness, and community support is key to long-term program sustainability, we will share project outcomes with the community in order to make them aware of the impact CABHI services have on our communities and to maintain continued "buy-in" for services.

C5. Community Steering Committee

The Community Steering Committee will bring together representation from Alachua County's homeless and behavioral health/healthcare service systems, as well as consumers representative of the focus population. The Steering Committee members will also continue to actively recruit members of our local real estate firms, rental property managers, and developers to serve on the committee. The committee will meet monthly initially and over time evolve to quarterly meetings once the program is established. Initial meetings will focus on program implementation, including relying on the expertise of all involved to build relationships, referral systems, data collection and reporting systems. Additionally, the Steering Committee will take an active role in ensuring the provision of direct treatment and recovery support services and evaluating program fidelity, outcomes and performance. Again, relying on the collective expertise of the Steering Committee, members will assist the program staff with any adjustments, as well as review what has been effective. The committee will also work to engage other community stakeholders and key leaders to develop longer term policy and resource decisions impacting the sustainability of the initiative. Alachua County staff will provide administrative and supportive services to the Steering Committee so members can focus on implementation.

C6. Enhancement/Development of a Statewide Plan

This application is submitted by a community, so this section is not applicable.

C7. Implementation/Monitoring of the Statewide Plan

This application is submitted by a community, so this section is not applicable.

C8. Engagement/Enrollment in Medicaid and Other Benefit Programs

Care Coordinators will work with individuals and families identified through outreach and referral as early in the process as possible to ensure they are enrolled in all available mainstream benefit programs, including but not limited to SNAP, TANF, Medicaid, Medicare, SSI and SSDI. **Partner Meridian brings to the program extensive experience in engaging and enrolling consumers in benefits programs and in the SOAR program. A SOAR Specialist will be a member of the Care Coordination team.** Meridian also has a SOAR trainer on staff. Because of this experience, Meridian has been able to expedite benefits for eligible consumers. Additionally, through a federal grant with the Centers for Medicare and Medicaid (CMS), Meridian is also a provider of Health Insurance Marketplace Navigator services. Alachua County and its partners will ensure that SAMHSA grant funds will be used only for services to individuals who are ineligible for public health insurance programs, individuals for whom

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coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Program staff will identify any services that can be billed to third party sources.

C9. Screening and Assessment for SUD, SMI, SED, and COD

Meridian Behavioral Healthcare uses the following evidence-based assessment tools to screen and assess for mental illness and substance use disorders. Although these tools can be administered

separately, they have all been embedded as part of a biopsychosocial assessment integrated into Meridian's EMR, Essentia™: 1) Patient Health Questionnaire (PHQ-9), a depression scale used to assist in diagnosis, as well as treatment selection and monitoring; 2) the Mood Disorder Questionnaire (MDQ), which screens patients who have a history of manic episodes associated with bipolar disorder; 3) The CAGE, CAGE-AID and the Addiction Severity Index, an internationally used instrument; 4) Addiction Severity Index (ASI), which focuses on the whole person, taking into account, medical status, employment and support, drug use, alcohol use, legal status, family/social status, and psychiatric status.

C10. Monitoring of Subawardee(s)

As the lead agency, the Alachua County Department of Community Support Services, with the oversight of the Community Steering Committee, will monitor the delivery of treatment and recovery support services by subawardee Meridian Behavioral Healthcare. Meeting monthly initially and then quarterly afterward, the Steering Committee will take an active role in evaluating project outcomes and performance, making adjustments where needed, as well as reviewing areas that are exceeding measures. The subawardee will track and report to Alachua County the numbers of outreach contacts made/referrals received, number of screenings/assessments, number of clients enrolled, and amount of behavioral health treatment provided, and type and amount of recovery support services provided. Alachua County will collect and review this data and performance measures in preparation of both internal/local reports and SAMHSA-required performance reports. Alachua County will also monitor disbursement of funds to ensure sufficient services.

C11. Adherence to CLAS Standards

The National Standards for Culturally and Linguistic Appropriate Services (CLAS) will be an inherent part of the program's policy and service delivery. Table 5 illustrates how the proposed project will address one selected element from each of the primary CLAS Standards:

Table 5: Project Activities and Selected Elements of the CLAS Standards

CLAS Standard	Standard Element	How Proposed Activities Address CLAS Element
1) Governance, Leadership and Workforce	3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.	Activities will be supported by culturally competent leadership who understand the culture, language, and unique needs of the consumers in our area. Cultural competent service delivery will be further ensured by engaging a broad representation of key stakeholders, including consumers, on the Steering Committee to assist with implementing and evaluating the program. The Care Coordination team and others responsible for direct services will reflect the cultural diversity of the communities in which they work. To ensure that the workforce remains responsive to the focus population, Meridian will be responsible for providing comprehensive cultural competency training to their new employees and refresher training, which addresses areas of age, race, ethnicity, culture, language, sexual orientation/identity status,

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	disability, religion, literacy, and gender. The Alachua County Outreach Team Leader will provide culturally competent public education and training for first responders and other relevant community providers.
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2) Communication and Language Assistance	8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area	The program will provide multi-linguistic resources through available skilled bilingual and multicultural staff and offer printed materials that are gender, age, linguistically and culturally appropriate to the population we serve. Most selected EBPs have Spanish language support, the major language spoken in the focus area other than English.
3) Engagement, Continuous Improvement, and Accountability	11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery	The program will collect extensive data on area demographics to inform service delivery and monitor service impact on behavioral health equity among consumers and in the community. Service delivery will also be informed through an evaluation process that incorporates Steering Committee evaluation, ongoing consumer focus groups, and scheduled consumer evaluation surveys. In addition, Meridian monitors cultural competence of treatment and other direct services regularly through trend analysis of consumer concern reports, which is incorporated into an Accessibility Plan each year. Meridian will share information in the Plan relevant to the program with the lead agency and Steering Committee.

C12. Identifying, Recruiting, and Retaining Focus Population

A leading source of referrals to the program will be Alachua County's one-stop service center for individuals and families experiencing homelessness, Grace Marketplace. The one-stop center serves in excess of 10,000 persons per year. A large tent city, Dignity Village, is adjacent to the one-stop. The Alachua County Coalition for the Homeless and Hungry, the Continuum of Care lead agency, will provide a source of referrals and the coordinated point of contact for the grant program through the CoC Coordinated Entry System. A consortium of other service providers, including many CABHI program partners, has an ongoing presence at the center. The Alachua County Homeless Outreach Team Leader and trained Peer Specialists, in coordination with the team, will provide outreach and engagement services at Grace Marketplace and throughout Alachua County to identify individuals who may qualify for the program, including those who reside in other tent cities and in less populated areas. Acute crisis service providers, such as emergency rooms and Meridian's Detox and Crisis Stabilization Unit, will also serve as sources of referral. In addition, Alachua County is positioned to receive referrals to the program from CABHI program partners and other community-based organizations and agencies to support identification and recruitment for the program. CABHI program partners are major service providers for individuals experiencing homelessness at Grace Marketplace and Dignity Village and throughout Alachua County. The partners include law enforcement and fire rescue agencies, medical safety net providers, the University of Florida (UF) Mobile Clinic, and Florida Department of Health, as well as the Department of Juvenile Justice Circuit 8 Probation Office and Partnership for Strong Families for youth referrals. Other sources of referrals and identification include Veterans Services, Crisis Services, Social Services and other services provided by the Alachua County Department of Community Support Services, as well as other Meridian programs, such as the Supportive Services for Veteran Families (SSVF) program.

Meridian also operates a HUD Emergency Solutions Grant (ESG) Homeless Street Outreach CABHI (FOA No. SM-16-007) Alachua County Department of Community Support Services 21

program and Projects for Assistance in Transition from Homelessness (PATH) outreach program, which will also assist in identifying potential program participants. In addition, Meridian has a 24-hour access center for individuals seeking behavioral health services. The program will also implement identification and recruitment of the population of focus through stakeholder development that brings together community members across Alachua County with broad demographic and cultural representation of the area and population served. Steering Committee members will disseminate

information about the CABHI program to inform other service providers and the general public about services and eligibility.

The Program Manager or designee will review all referrals and all persons will be assessed to ensure that those referred are appropriate for program services. Care Coordination team members will assess for mental illness, substance use and co-occurring disorders using evidence-based assessment tools. The Care Coordination team will ensure retention of the focus population by 1) actively engaging and involving participants through all phases of the program, including evaluation; 2) providing a trauma-informed service approach and trauma-specific evidence based practices; 3) supporting a holistic approach to recovery by identifying and involving participants' personal support systems, as appropriate; 4) offering coordinated, flexible care based on an individual's/family's strengths and needs; 5) placing emphasis on delivering services directly in the community where supports are needed rather than in formal office requirements; and 6) implementing evidence based services that incorporate family and other personal supports and linguistic and cultural factors.

C13. Peer Recovery Support Specialist(s). SOAR Specialist(s). Supportive Employment Peer

Recovery Support Specialists will be an integral and key component of the Care Coordination team and will be involved in all phases of consumer support, including outreach at Grace Marketplace, acute crisis services sites (i.e., emergency rooms) and at camps and other areas where persons experiencing homelessness reside. The purpose of these outreach contacts is to assist the team with identifying and referring individuals and families who may potentially benefit from the program. Peer Specialists will make initial contact with individuals/families, meeting each person where they are in order to build trust. All Peer Specialists will be fully trained in engagement techniques, including evidence-based practices such as Motivational Interviewing. Peer Specialists will be particularly important for monitoring and encouraging participant progress. Because peers have had similar experiences, they are able to relate to challenges and triumphs. Research shows that information provided by peers is often seen to be more credible than that provided by professionals. When peers are part of the care, the results indicate shortened lengths of stays, decreased frequency of admissions, and a subsequent reduction in overall treatment costs for hospitalizations in inpatient units and hospitals (Grantham, 2013). The Care Coordination team will also include an experienced **SOAR Specialist**, who will engage individuals and families in the community as early after admission into the program as possible. Because of this experience, the SOAR Specialist will be able to expedite benefits in most cases. Both SOAR and Supportive Employment services are an integral part of Meridian's current mental health and substance abuse treatment programs. One of the Care Coordinators will specialize in job coaching and **Supportive Employment** and will have this as one of his/her primary duties. A Peer Specialist will act as a role model to assist the Care Coordinator in this function. Supportive Employment makes it possible for people with varying levels of employment issues to become active, wage-earning members of the workforce. This will be done by coaching, generating positive, integrated employment opportunities and providing ongoing support, so that individuals can be successful in the workplace.

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C14. Numbers to Be Served

The Alachua County CABHI program is anticipated to serve 397 persons annually and 1,191 during the entire project period. Providing outreach services will be an important factor of the program to engage chronically and other homeless individuals, families and youth into housing and treatment services. We are aware that all outreach efforts will not result in additional services, so we have projected the unduplicated numbers to reflect this. Following is a summary of the number of unduplicated individuals to be served by service types and outcomes.

Outreach and Engagement

Unduplicated number to be served annually: 325 annually and 975 entire project period (1% of total is projected to be youth)

Types of Services: Outreach to and engagement of homeless/chronically homeless at one-stop center, acute crisis service locations, tent cities and other areas where homeless reside and at referral agencies (325 unduplicated contacts annually; 975 for the project period)

Anticipated Outcome: Individuals who are experiencing homelessness and who have mental illness and/or substance use disorders are identified and engaged in services (projected 50% mental illness; 50% substance use disorders)

Program Enrollment/Care Coordination Services

Unduplicated number to be served annually: 72 admitted to ACT/Care Coordination team annually and 216 entire project period (1% of total is projected to be youth)

Types of Services: 72 individuals assessed and admitted annually, 216 project period, with the number and type of individual services dependent upon participant's needs. Services include Treatment Planning, Outpatient Treatment, Short-term Residential, Housing, Benefits Coordination, Supportive Employment, In-home/Community Services, and other recovery support services.

Anticipated Outcome: Individuals who are experiencing homelessness and who have mental illness and/or substance use disorders are provided treatment, recovery support services and permanent housing/CoC Coordinated Entry System link (projected Adults - 60% mental illness and 40% substance abuse; Youth -80% mental illness and 20% substance abuse)

Individuals Assisted with Enrollment in Third Party Networks/Benefits programs

72 annually; 216 entire project period

The unduplicated number of individuals we propose to serve is based on the unmet needs of actual homeless individuals that have been identified through Point-in-Time surveys, the numbers that seek services at Meridian for mental illness and substance use disorders and who are homeless, and the increasing numbers who have begun seeking housing and other services at Grace Marketplace. Part of the unduplicated numbers served will be achieved through outreach services, while others will be provided the comprehensive service array and permanent housing through the ACT Care Coordination team. Approximately 18% of our outreach effects will result in a direct admission to the program and services by the Care Coordination team. Shown below are the numbers to be served for the entire project period by key participant demographics:

Race/Ethnicity: Black 33% (393); White 52% (619); Asian 1% (12); Hispanic/Latino 9% (107); Other 5% (60) – Youth will make up 1% of each

Language: 85% (1,012) English-speaking; 9% (107) Spanish-speaking; 6% (72) Other – Youth will make up 1% of each

Sex: 35% (417) female; 65% (774) male; **Gender Identity:** .1% (2) Transgender

Sexual Identity: 5.0% Lesbian (60); 7.5% Gay (89); .5% Bisexual (6); 87% (1,036) Heterosexual

Age: 1% (12) under 18; 66% (786) 18-45; 22% (262) 46-55; 11% (131) 56+

Socioeconomic Status: 100% (1,191) adults and youth below 200% of poverty level

Homeless Status: 30% (357) adults and youth chronically homeless; 70% (834) homeless

Behavioral Health Conditions: Adults - 60% mental illness and 40% substance abuse; Youth - 80% mental illness and 20% substance abuse

C15. Per-Unit Cost for Program

The per unit cost for this program is \$1,613.00 per participant for the grant period. This is based on serving 1,191 individuals during the 3-year grant period with approximately 18% (216) unduplicated individuals enrolled in the program and provided the array of Care Coordination services as indicated through the ACT model. These figures are based on the assumption that not all outreach efforts will result in additional services. The per-unit cost was calculated by taking the total cost of the project over the lifetime of the grant (\$2,400,000), subtracting 20% for infrastructure, data and performance assessment (\$480,000). This amount (\$1,920,000) was then divided by the total number of persons to be served (1,191). Based on this per unit cost, participants will be able to obtain high quality services that are cost effective. The unit cost meets industry standards for this level of care in communities in this area. The plan for maintaining and/or improving the provision of high quality cost effective services throughout the life of the grant will be accomplished through monitoring with the Steering Committee the number of participants, volume of services, survey results and success of services. Additionally, we will focus on effectiveness, efficiency and progress of program objectives to ensure participant success in receiving cost effective treatment and supportive services that assist in enhanced treatment services and permanent housing.

C16. HUD Coordinated Entry System and Permanent Housing

As required by the SAMHSA grant program, the Alachua County CABHI program will locate permanent housing for all individuals or families who experience chronic homelessness as defined and all veterans who experience homelessness or chronic homelessness who are served by the grant program. Partner Meridian currently has 72 units designated specifically for the use of individuals who are regarded as Chronically Mentally Ill (CMI) and an additional 5 rental homes for very low income persons or households. Meridian will also be converting 10 transitional housing units to 8 permanent housing units to increase permanent housing capacity for individuals with behavioral health disorders. Additional local housing opportunities are available through the Gainesville and Alachua County Housing Authorities (ACHA), including, but not limited to, 75 Mainstream Housing Vouchers allowing low income or very low income families who have a family member with a disability to lease affordable units in Alachua County. ACHA is in the process of releasing up to 15 project based vouchers for supportive housing units (for persons with disabilities, homeless, victims of domestic abuse) and is also in the process of constructing a 60 unit affordable housing complex with up to 60 project based vouchers attached to the new complex. GHA has Shelter+Care (10 beds) at which Meridian currently works to provide permanent housing and supportive services during and after completion of treatment services. The HUD-VASH program is also an additional resource for veterans based on eligibility.

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As recommended by the SAMHSA grant program, the Alachua County CABHI will make diligent effort to place families and youth served by the grant program who are defined as homeless, but not chronically homeless, into appropriate permanent housing. At a minimum and as required, the program will directly link these populations to the Alachua County CoC Coordinated Entry System through the Alachua County Coalition for the Homeless and Hungry, the CoC lead agency. All homeless and chronically homeless consumers will be processed through this system. All individuals and families will go through a standardized screening process, which will help to determine their level of need and the most appropriate housing placement for them. The Care Coordinator will be responsible for follow-up to ensure that all program participants have gone through the Coordinated Entry System and have received an assessment. If permanent housing is not immediately available for homeless youth and families, the Care Coordination team, with the assistance of the CoC, will

ensure that homeless youth and families served by the CABHI will be placed in an appropriate living arrangement (for example, rapid re-housing) and that treatment and support services begin immediately. For homeless unaccompanied youth who are minors, the program will consult with community partners who serve that population for appropriate housing and consent for treatment and services. The Care Coordination team is responsible for ensuring that permanent housing requirements are met, with monitoring by Alachua County and the members of the Community Steering Committee.

SECTION D: STAFF AND ORGANIZATIONAL EXPERIENCE

D1. Capability and Experience of Applicant and Subawardee

Lead Agency Applicant: Alachua County, and more specifically its Department of Community Support Services, has a long history of service, collaboration and leadership to provide for the health, social and housing needs of our community. It was a co-author and lead agency in the development of the 10-year plan to end homelessness. Its Community Agency Partnership Program (CAPP) provides almost \$1.0 million annually to our local non-profit community to reduce poverty. Its Crisis Center, accredited by the American Association of Suicidology, has been in existence almost 50 years, and its 150+ volunteers provide almost 15,000 hours of service annually. Victim Services and the Rape Crisis Center, maintain a certified rape crisis center, hotline and provide service to over 13,000 victims of crime annually.

The Department's ability to lead community initiatives is best conveyed through example. CHOICES is a sales surtax funded health care initiative for the uninsured working poor. Through community partnerships, the surtax was passed by voters, services contracted, and now remaining funds are administered through a 10-year trust focused on improving mental health, medical, and dental care. The Department also administers the Community Healthcare Advisory Boards, whose members include the Florida Department of Health and the Safety Net Provider Collaborative.

Working in close partnership with NAMI and Lutheran Services Florida, the County has provided funding and other support to assist in promoting awareness and increasing services for those with mental illness, including training and certification of over 20 peer specialists. The Department's Crisis Center and Victim Services Rape Crisis Center work in close partnership with all local law enforcement agencies to assist and advocate for those experiencing trauma and victimization. The Crisis Center coordinates and provides training for local law enforcement, jail, and central dispatch staff in the Crisis Intervention Team (CIT) model. Our Social Services and Veterans Services Divisions provide direct financial assistance to thousands of people annually in the form of VA benefit applications, emergency financial assistance with rent and

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utilities, medical care in partnership with the Florida Department of Health, and prescription assistance. Additionally, Social Services administer the local SHIP program in close coordination with our Department of Growth Management. The Department has a long history of successfully managing grants at the federal, state, and local level. The Department Director, Assistant Directors, and Administrative staff have decades of experience managing grants and community initiatives.

Subawardee: Meridian Behavioral Healthcare, Inc. is a private not-for-profit corporation that has provided quality and affordable behavioral health care for the past 44 years. Meridian's services are community-based, person-focused, and designed to be congruent with the demographics, cultural and linguistic needs of those served. Serving a 10-county area in North Central Florida, Meridian is accredited by the Commission for Accreditation of Rehabilitation Facilities (CARF), and is licensed by the Department of Children and Families, Agency for Healthcare Administration, and Drug Enforcement Agency to provide residential and outpatient mental health and substance use disorder treatment services and crisis stabilization. Meridian's value to patients and the community and its commitment to excellence and accountability have led to significant growth, service expansion, and

innovation. Today, the organization touches over 18,000 lives a year with a comprehensive service array for individuals with mental illness, substance use and/or co-occurring disorders.

Developing and implementing programs addressing the treatment and other service needs of persons experiencing homelessness and behavioral health issues has been a core part of Meridian's service delivery since the organization started in 1972. Examples of current programs include Projects for Assistance in Transition From Homelessness (PATH); HUD Emergency Solutions Grant (ESG) Street Outreach Program; a federal Supportive Services for Veteran Families (SSVF) program; SSI/SSDI Outreach, Access and Recovery (SOAR); supportive services for the Gainesville Housing Authority's Shelter+Care program; as well as operating permanent housing for individuals who are Chronically Mentally Ill and for those who have very low income. Additionally, Meridian offers a range of other supportive employment, behavioral health and related services available to homeless individuals and families. Meridian has also been recognized for innovative programs that support the underserved; evidence-based criminal justice diversion programs, including a SAMHSA funded Offender Reentry Program with components that target the homeless; and trauma-informed service delivery for youth and adult populations. Meridian has a successful history of implementing and managing local, state and federal contract and grant programs, including current grants from SAMHSA, the U.S. Department of Veterans Affairs, HUD, and the Centers for Medicare and Medicaid (CMS).

D2. Capability and Experience of Other Partnering Organizations

The program brings together partners representing major community service providers and agencies with an interest in the welfare and quality of life of persons experiencing homelessness and mental illness and substance use disorders in our county. **Alachua County Coalition for the Homeless and Hungry (ACCHH):** ACCHH is a non-profit agency established as a coalition to advance the collaborative efforts of agencies in Alachua County and surrounding counties to end homelessness. ACCHH is the HUD Gainesville/Alachua, Putnam Counties Continuum of Care (CoC) lead agency. ACCHH has been contracted by the city of Gainesville for the operation of Grace Marketplace. **Alachua County Housing Authority (ACHA) and Gainesville Housing Authority (GHA):** ACHA and GHA are the primary administrators of affordable permanent housing for persons/families who are low income, are homeless, and/or have disabilities, including Public Housing, Housing Choice Voucher (Section 8) and HUD-

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Veterans Affairs Supportive Housing (HUD-VASH) programs. **Gainesville Police Department:** GPD is a community oriented policing law enforcement agency serving the largest city in the program's focus area with approximately 300 sworn officers and 70 support personnel. GPD operates a number of collaborative community service programs. **Florida Department of Health-Alachua (DOH-Alachua):** DOH-Alachua has been a provider of public health services since 1944. In 2014, more than 13% of Alachua County residents received services from DOH-Alachua. DOH-Alachua has made significant improvements in expanding access to healthcare. The agency is actively involved in healthcare issues surrounding homelessness. **Alachua County and City of Gainesville Fire Rescue:** These Fire Rescue entities are responsible for the provision of emergency response fire protection/prevention and emergency medical services (EMS) to the community. As such, they are often the first responders to the behavioral and medical healthcare needs of homeless individuals in the area.

Fire Rescue/EMT respond to an average of over three calls per day at the Empowerment Center (Grace Marketplace and Dignity Village tent city). **University of Florida (UF) Mobile Outreach Clinic:** The UF Mobile Outreach Clinic provides primary medical care services at no cost to the patient with the goal of reducing health disparities in our communities and has been an active service provider for homeless persons at Grace Marketplace and throughout Alachua County.

Veterans Administration: The North Florida/South Georgia Veterans Administration (VA) is the largest Veterans Integrated Service Network (VISN) in the country. The Malcolm Randall VA Medical Center (VAMC), located in Gainesville, is one of two VAMCs in the North Florida/South Georgia Veterans Health System. The VA also provides the North Florida/South Georgia Veterans Health System's Health Care for Homeless Veterans (HCHV) Program.

Lutheran Services Florida: LSF Health Systems is the not-for-profit behavioral health Managing Entity (ME) contracted by the Florida Department of Children and Families to serve a 23-county region in Northeast and North Central Florida. **National Alliance on Mental Illness (NAMI)**

Gainesville: NAMI Gainesville has worked in close partnership with Alachua County to expand and enhance services for persons living with serious mental illnesses and their families. **Partnership for Strong Families:** Established in 2003, Partnership for Strong Families (PSF) is the lead

community-based care agency for Florida Judicial Circuits 3 and 8, serving nearly 5,000 children in 13 counties annually, including Alachua. **Florida Department of Juvenile Justice, Circuit 8,**

Probation Office: This office represents the largest juvenile justice circuit in the North Central Florida area.

D3. List of Staff Positions for the Project

Table 8: Summary of Staff Positions for the Alachua County CABHI Program

Project Director, ACCSS, lead agency – Tom Tonkavich: Key staff member responsible for monitoring program implementation, services, and performance, as well as serving as a program advocate in the community. This individual is an experienced manager with a Master's degree in Business Administration.
Licensed Clinical Therapist (1), ACCSS, lead agency, 100% effort: Responsible for outreach, engagement and crisis intervention services to individuals and families experiencing a housing crisis. This clinician is a Masters-level licensed professional.
Grant Coordinator, ACCSS, lead agency, 100% effort: Responsible for monitoring grant deliverables, compliance and performance and serving as a liaison with program partners. This position requires a minimum of a Bachelor's degree and relevant experience.
Program Director, Meridian, subawardee, 15% effort-Alan Paulin: Serves as a liaison between the treatment provider, Meridian, and the lead agency; hires and oversees professional staff and overall program service delivery and performance. This individual is a Masters-level licensed clinician.
Program Manager, Meridian, subawardee, 100% effort-Larry Goble: The Program Manager will oversee and

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manage the day-to-day flow of services and activities of the team, approve referrals, provide some direct services and monitor oversight of the subawardee deliverables. This individual is a Masters-level licensed clinician.
Therapist (2), Meridian, subawardee, 100% effort: Responsible for providing clinical evaluation and treatment. These clinicians are Masters-level licensed professionals.
Care Coordinators (2), Meridian, subawardee, 100% effort: Coordinate and provide recovery support services for consumers and the activities of the team. One position is an experienced Supportive Employment Specialist. Position requires a Bachelor's degree and relevant experience or a combination of experience and education.
RN, Meridian, subawardee, 50 % effort: Responsible for monitoring all aspects of the medication regime for consumers and works in conjunction with the primary care team as needed. This individual is a Licensed Registered Nurse.
Psychiatrist, Meridian, subawardee, 50 % effort: Responsible for psychiatric evaluation, assessment, diagnosing and prescribing of medication to consumers.
SOAR Specialist, Meridian, subawardee, 100% effort: Trained SOAR Specialist responsible for assisting eligible individuals who have problems with accessing SSI/SSDI benefits, as well as coordinating other benefit programs for consumers. Position requires a Bachelor's degree and relevant experience or a combination of experience and education.
Peer Recovery Specialist (2), Meridian, subawardee, 100% effort: Participates as a member of the Care Coordination team providing outreach, engagement, peer support activities and advocacy.

Program Evaluator, Meridian, subawardee – Mindy Chambers: Responsible for the collection, preparation and analysis of process and outcome data. This is a highly professional position requiring direct experience in performance evaluation. The Evaluator has a Master's degree in Mental Health Counseling.

Program Assistant, Meridian, subawardee, 50% effort: Responsible for data entry, assisting with reporting and other support services as required.

D4. Experience and Qualifications of Key Staff

Thomas Tonkavich is the Assistant Director of Community Support Services for Alachua County and will serve as the CABHI **Project Director**. Mr. Tonkavich has served in a managerial position for Alachua County for the past ten years. Currently, he is responsible for administrative and program oversight of crisis services, special projects and inter-governmental initiatives related to homelessness and poverty. Mr. Tonkavich's past experience also includes an extensive background in the management and implementation of community-based services, including, but not limited to, those for adult criminal offenders and youth in the juvenile justice system. Mr. Tonkavich has a Master's degree in Business Administration. Mindy Chambers, will serve as **Program Evaluator**. Ms. Chambers' experience includes management and senior leadership of risk management and program development at Meridian. Her experience includes oversight and monitoring of contract compliance, auditing, licensing, accreditation and quality improvement processes. Ms. Chambers also has extensive experience managing children's services and has a Master's Degree in Mental Health Counseling. The Program Director, Alan Paulin, Vice President of Outpatient and Recovery Services at Meridian, is a Master's level, Licensed Clinical Social Worker with 28 years in the behavioral health field, including 14 years on a managerial level.

All program clinicians (therapists) must have a minimum of a Master's degree and be a licensed professional (Licensed Mental Health Counselor (LMHC), Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT)). Care Coordinators must have a Bachelor's Degree in a relevant field or a combination of education and experience. The Nurse must be a Florida licensed registered nurse with at least one year of experience and preferred experience working with people who have substance use and/or co-occurring disorders. The Psychiatrist must be a Board Certified or Board eligible Psychiatrist or Physician with

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experience in mental health or community service organizations. All program clinical and other relevant staff will possess the skills, knowledge, training and experience necessary to deliver the proposed evidence based models in a culturally competent manner.

See Supporting Documentation for resumes and job descriptions.

D5. Ensuring Input of Consumers (Representing the Population of Focus)

Alachua County will seek the consumer's voice in all aspects of the program. **Foremost, consumers will play a critical role on the Community Steering Committee to monitor and evaluate program goals and performance objectives and for community advocacy.** Ongoing input into treatment and other direct services will include, but is not necessarily limited to, participation in developing, implementing and monitoring an individualized treatment plan and evaluation surveys delivered pre and post treatment. Additionally, Meridian conducts scheduled consumer focus groups to inform planning, implementation, and evaluation of treatment services. Consumers will also be encouraged to provide feedback related to treatment services on a concern/feedback form that will be readily available, and they will be informed and encouraged to call Meridian's Quality Improvement staff if necessary.

SECTION E: DATA COLLECTION AND PERFORMANCE MEASUREMENT

E1. Ability to Collect and Report on Required Performance Measures

The Alachua County Department of Community Support Services has extensive experience in meeting a multitude of evaluation requirements required by federal, local and state grant projects. As a SAMHSA grantee, subawardee Meridian has training, knowledge, and experience in the collection of Government Performance and Results (GPRA) data and in submitting data via the GPRA data-entry and reporting system designated for the grant program. The individual who will act as the program evaluator has experience evaluating SAMHSA and other federal grants, including collecting and reporting on performance measures and other key information to ascertain the project's success. Meridian also has an electronic medical record which has enhanced the capacity for data collection and analysis. Certified by the Office of the National Coordinator for Health Information Technology (ONC), this EMR, Essentia™, a Lavender & Wyatt System, assists in data collection and reporting. **Essentia aggregates diagnostic data using the fifth edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM**

5), thereby enabling the project to gather and submit reports on aggregated diagnostic data as required by the grant program.

E2. Plan for Data Collection, Management, Analysis and Reporting

Data will be collected via face-to-face interview at the three required data collection points: at baseline (client entry into project), six months post baseline while receiving services, and at discharge. It will be the Care Coordinator's responsibility to track and locate program participants for follow-up interview. Since participants will be placed in housing, the Care Coordinators will maintain a list of contact addresses to ensure at least an 80% follow-up rate. To gather and submit GPRA data, program staff will use the designated data entry and reporting system tool provided by SAMHSA upon grant award. In addition, program staff will collect and report data on the following project performance measures as required: demographic data (gender, age, race, and ethnicity) on all clients served; measures of disparities in access, service use, and outcomes across subpopulations; client abstinence from use, housing status, employment status, criminal justice system involvement, access to services, retention in services, and social connectedness.

The program will collect data using a variety of quantitative and qualitative methods. All

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data will be analyzed and reported in various internal reports. These reports will be used to identify trends and will assist in ongoing program planning and implementation. Data will be collected from program participants through personal interviews, surveys, observations, focus groups, and record review. The Evaluator will have primary responsibility for the actual collection and preparation of the process data. Meridian's EMR collects and reports information at the consumer and service delivery level. Outcome data from the measures used in this program can be uploaded into SPSS for analysis. Due to the confidential nature of the information, firewalls have been implanted, and access to consumer information has been limited. Meridian's EMR is used for client registration, intake, admissions, discharge, clinical documentation, tracking, and as a records compliance management system. This system will be used to track and monitor participants in the CABHI program, allowing for quick quality improvement interventions to be instituted in response to the data. Other data collection tools include the Functional Assessment Rating Scale (FARS), required by Florida; the fidelity scale for the implemented protocols, including those for the EBPs and those developed internally; and the treatment plan. The FARS is a standardized instrument that has been determined to have reasonable reliability and validity. The fidelity scales are provided in the toolkits, checklists and manuals and are deemed reliable and valid.

In accordance with the goals of the grant program, the Alachua County CABHI will measure the following **outcomes** to evaluate program effectiveness: 1) Increased housing stability for those participating in the program (target 50% as measured by self-report for historical data and monitoring while in program); 2) Increased employment rates for those participating in the program (target 25% as measured by self-report for historical data and monitoring while in program); 3) Increased

abstinence from substance use for those participants that complete the program (target 50% as measured by self-report for historical data and weekly drug testing); 4) Improved individual/family functioning and well-being (target 50% as measured by pre/post self-report survey); 5) Improved social connectiveness (target 50% as measured by pre/post self-report survey); and 6) Increase in new community partnerships to add to the existing collaborative network of area service programs and homeless-serving systems (target, 10%).

Tracking of **outcome components** will primarily be the responsibility of the Care Coordination staff with oversight and evaluation by the lead agency and Steering Committee. Alachua County will report these outcome components in scheduled meetings with Steering Committee members for evaluation. These components will address issues such as the following: (1) How many individuals were reached through the program and how many were enrolled in Medicaid and other benefit programs as a result of participating in the program? (2) What effect did linkage to HUD's Coordinated Entry system have on housing goals? (3) What program/contextual factors were associated with increased access to and enrollment in Medicaid and other benefit programs? (4) What was the effect of the permanent housing, recovery support, or treatment on key outcome goals? (5) Was the permanent housing and recovery support effective in maintaining the project outcomes at client follow-up interviews? (6) What program and contextual factors were associated with positive clinical and housing outcomes?

Evaluation of **process components** will primarily be the responsibility of the lead agency and Steering Committee members. Components will be evaluated through Committee minutes, surveys, and reports. Meridian will report relevant data to the lead agency and Steering Committee quarterly. Process components will address issues such as the following: (1) What activities and actions taken by the Steering Committee helped improve the clinical and housing outcomes for individuals served? (2) How did the strategies and interventions used by the

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Committee assist in the overall quality improvement of the system of care for individuals served? (3) Who provided (program staff) what services (modality, type, intensity, duration), to whom (individual characteristics), in what context (system, community), and at what cost (facilities, personnel, dollars)? (4) Are the targets and indicators linked and used to inform quality improvement activities? (5) What efforts have been taken to overcome administrative and clinical barriers in enrolling individuals in Medicaid and other benefit programs and how are these efforts informing the implementation and/or enhancing the long term sustainability of integrated community systems that provide permanent housing and supportive services?

E3. Plan for Conducting Performance Assessment

The plan for conducting performance assessment incorporates many different sources and integrates the data into a cohesive analytical framework. Research questions will be answered based on the project goals and objectives. Grant fidelity will be based on the activities provided, i.e., contact records, service database, agency operating plans, staff and consumer interviews, periodic reports of project activities, and onsite review. Participant demographics will be obtained through data collected by Meridian, and participant satisfaction will be measured based on surveys implemented pre and post services, as well as focus groups to assess program effectiveness and impact, including impact on health disparities. Cost effectiveness of service delivery will be based on the service database and a cost benefit analysis completed by the Steering Committee. The number of referrals and admissions will be tracked through local tracking forms and recorded in internal databases. Successful completion will be tracked by analyzing program records. Community linkages and related services will be tracked through the program records, local tracking forms, and follow up interviews. Whenever possible, the lead agency will involve the SAMHSA project officer and keep him/her informed of the project's performance. As required by SAMHSA, the lead agency will complete a performance assessment

report on progress achieved and barriers encountered and submit it as a component of the biannual progress report of each grant year or as required. Alachua County and its partners also agree to participate in the cross-site, independent evaluation required by all grantees.

E4. Data-Driven Quality Improvement Process

The results of the evaluations will be used to monitor the program's outcomes and effectiveness and ensure that 1) effectiveness and efficiency are maintained within the program; 2) progress on the program objective is communicated to the Steering Committee, key policy makers, and the public; and 3) ongoing program improvement is provided. The program Evaluator will collect and synthesize data to evaluate program quality and effectiveness from startup through the life of the project. This evaluation will include an analysis of any sub- population disparities in access/use/outcomes. All data will be reviewed regularly by the lead agency Project Director, the Evaluator and the Steering Committee to ensure continuous quality improvement. Any outcome that is below the targeted goal will be addressed, and program design will be reviewed to ensure fidelity to the implementation plan. To inform further continuous quality improvement, information on outcomes will be disseminated in writing, orally, and electronically to program staff, consumers, and community stakeholders.

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BUDGET JUSTIFICATION NARRATIVE

Cooperative Agreements to Benefit Homeless Individuals (CABHI) – Budget and Justification

A. Personnel Federal Request

Position	Name	Annual Salary/ Rate	Level of Effort	CSAT Costs	CMHS Costs	Grand Total
(1)Project Director	Tom Tonkavich	\$0	In-kind/20%	\$0	\$0	\$0
(2)Licensed Clinical Therapist- Homeless Outreach Team Leader	To be selected	\$55,000	100%	\$27,500	\$27,500	\$55,000
(3)Grant Coordinator	To be selected	\$40,000	100%	\$20,000	\$20,000	\$40,000
			TOTAL	\$47,500	\$47,500	\$95,000

JUSTIFICATION:

- The Project Director is responsible for planning, organizing, and directing the activities of the program. This position, which is considered key staff, monitors program implementation and services,

serves as a program advocate in the community and will coordinate activities of the Steering Committee. His level of effort for this grant will be 20%. This position is funded solely through the applicant's General Fund; there is no cost assigned to the grant.

- The Licensed Clinical Therapist/Homeless Outreach Team Leader will provide assessment, referral, outreach services and crisis counseling to clients and potential clients under this project. This position will assist in the ensuring that we identify the target population and provide access to services 24/7.
- The Grant Coordinator will coordinate project services, grant deliverables, project activities, communications and information dissemination and assist in coordinating agendas and organizing Steering Committee meeting with grant partners.

FEDERAL REQUEST \$95,000

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B. Fringe Benefits: (37.77%) FEDERAL

REQUEST

Component	Rate	Wage	CSAT Costs	CMHS Costs	Grand Total
FICA/Retirement	0.0765	\$95,000	\$3,634	\$3,634	\$7,268
Health Insurance	0.2989895	\$95,000	\$14,202	\$14,202	\$28,404
Life Insurance	0.0021684	\$95,000	\$103	\$103	\$206
TOTAL			\$17,939	\$17,939	\$35,878

JUSTIFICATION:

Fringe reflects current rate for agency-Alachua County (37.7658% of salaries). Alachua County is self-insured for unemployment and workers compensation insurances. Health insurance includes dental and is at the highest rate (family plan) for budgeting purposes.

FEDERAL REQUEST \$35,878

C. Travel:

Purpose of Travel	Location	Item	Rate	CSAT Costs	CMHS Costs	Grand Total
Grantee Conference	Washington DC	Airfare	\$600 /flight x 3 people	\$900	\$900	\$1,800

		Hotel	\$250/night x 3 people x 3 nights	\$1,125	\$1,125	\$2,250
		Per Diem	\$70 day x 3 people x 3 days	\$315	\$315	\$630
			TOTAL	\$2,340	\$2,340	\$4,680

JUSTIFICATION: Three staff (Project Director, Program Manager -Treatment Agency and Evaluator) to attend mandatory grantee meetings in Washington, DC each year.

FEDERAL REQUEST \$4,680

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- Equipment

FEDERAL REQUEST \$ 0

- **Supplies FEDERAL REQUEST**

JUSTIFICATION:

- (1) **General Office Supplies** – Office supplies are needed for the operation of the program.
- (2) **Laptops** are for the Licensed Therapist/Homeless Outreach Team Leader and the Grants Coordinator for data entry, project work, correspondence and presentations.
- (3) **Printers** are for the Homeless Outreach Team Leader and the Grants Coordinator to print materials, correspondence and presentations for the project.
- (4) **Copying expenses** are for copies that are needed for the operation of the program; (\$0.10 cents for 3000 b/w copies).

FEDERAL REQUEST \$ 3,200

Item(s)	Rate	CSAT Costs	CMHS Costs	Grand Total
(1)General office Supplies	\$25/mo. x 12 mo.	\$150	\$150	\$300
(2)Laptop Computer	2 @ \$1,000 each	\$1,000	\$1,000	\$2,000
(3)Printer	2@ \$300 each	\$300	\$300	\$600
(4)Copies	3,000 copies x .10/copy	\$150	\$150	\$300
	TOTAL	\$1,600	\$1,600	\$3,200

F. Contract: FEDERAL REQUEST

Name: (1) Provider: Meridian Behavioral Healthcare, Inc.

Service: Mental Health and Substance Use Disorders Treatment Provider

Rate: Program Director @ \$80,000 X .10% FTE=\$8000; Program Manager @ \$62,630, 2-Treatment Therapist trained in EBP's @ \$55,000/each, 2- Care Coordinators (1-with training, specialization and focus on Supported Employment, and 1 with training, specialization and focus on Housing) @ \$36,400/each, RN @ \$64,480 X .50% FTE=\$32,240; Psychiatrist @ \$240,000 X .20% FTE = \$48,000; SOAR Specialist @ \$36,400 x .25 FTE = \$9,100; 2- Peer Specialists @ \$27,040/each, Program Assistant @ \$33,280 X .32% = \$10,650 Total Personnel=\$396,600
Fringe Benefits @ 21.70%=\$86,062

Other: In-State/ Local Travel 8 FTE @ 1000 miles x 0.56 cents/mile = \$4,480; Supplies = \$3,058; Cell Phones purchase for 8 staff = \$1,000 phone purchases + monthly charge for 8 staff @ \$60/mo = \$5,760- Total- \$6,760; Tablets for 3 staff @ \$850 = \$2,550; Laptop Computers for 8 staff @ \$1,000 each=\$8,000; Internet service for 11 staff @ \$85/month = \$8,160; Recovery Support Services-Short Term Residential-\$52,000; Brochures-.89 each X 3000 brochures; Indirect Costs (10% of salaries+ fringe) = \$48,589

CSAT Costs: \$309,742

CMHS Costs: \$309,742

Grand Total: \$619,484

Name: (2) Mindy Chambers

Service: Evaluator

Rate: \$50 per hour X 520 hours=\$26,000

Other: 12-month period

CSAT Costs: \$13,000

CMHS Costs: \$13,000

Grand Total: \$26,000

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TOTAL Contractual: CSAT: \$322,742

CMHS: \$322,742

GRAND TOTAL: \$645,484

JUSTIFICATION:

- The County will contract with Meridian Behavioral Healthcare, Inc., a CARF Accredited, State Licensed treatment program to deliver evidence-based, treatment, and other required client services across the County. This will include Recovery Support Services for Short-Term Residential Treatment Services. All expenses are directly related to this grant.
- The Evaluator is an experienced individual (licensed by the State) with expertise in behavioral health treatment, research and evaluation, is knowledgeable about the population(s) of focus, and will report GPRA data. She manages the QI Department at Meridian.

FEDERAL REQUEST – (enter in Section B column 1 line 6f of form SF-424A) **\$645,484**

(5) **Construction: NOT ALLOWED** – Leave Section B columns 1& 2 line 6g on SF- 424A blank.

(6) **Other:** Expenses not covered in any of the previous budget categories

FEDERAL REQUEST

Item	Rate	CSAT Costs	CMHS Costs	Grand Total
(1) Brochures	.89/brochure X 3000 brochures	\$1,335	\$1,335	\$2,670
	TOTAL	\$1,335	\$1,335	\$2,670

JUSTIFICATION:

(1) Brochures will be used at various community functions (health fairs and exhibits) to make eligible individuals and the community aware of services.

FEDERAL REQUEST – (enter in Section B column 1 line 6h of form SF-424A) **\$2,670**

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Indirect Cost Rate: 10 % of personnel and fringe (.10 x \$130,878) \$13,088 FEDERAL REQUEST
\$13,088

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TOTAL DIRECT CHARGES: \$786,912

FEDERAL REQUEST – (enter in Section B column 1 line 6i of form SF-424A) **\$786,912**

INDIRECT CHARGES: **\$13,088**

FEDERAL REQUEST – (enter in Section B column 1 line 6j of form SF-424A) **\$13,088**

TOTAL: (sum of 6i and 6j)

FEDERAL REQUEST – (enter in Section B column 1 line 6k of form SF-424A) **\$800,000**

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Provide the total proposed project period and federal funding as follows:

Proposed Project Period

a. Start Date: 09/30/2015

b. End Date: 09/29/2018

BUDGET SUMMARY (should include future years and projected total)

Category	Year 1	Year 2	Year3*	Total Project Costs
Personnel	\$95,000	\$95,000	\$95,000	\$285,000
Fringe	\$35,878	\$35,878	\$35,878	\$107,634
Travel	\$4,680	\$4,680	\$4,680	\$14,040
Equipment	\$0	\$0	\$0	\$0
Supplies	\$3,200	\$3,200	\$3,200	\$9,600
Contractual	\$645,484	\$645,484	\$645,484	\$1,936,452
Other	\$2,670	\$2,670	\$2,670	\$8,010
Total Direct Charges	\$786,912	\$786,912	\$786,912	\$2,360,736
Indirect Charges	\$13,088	\$13,088	\$13,088	\$15,742
Total Project Costs	\$800,000	\$800,000	\$800,000	\$2,400,000

TOTAL PROJECT COSTS: Sum of Total Direct Costs and Indirect Costs**FEDERAL REQUEST** (enter in Section B column 1 line 6k of form SF-424A) **\$2,400,000**

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*FOR REQUESTED FUTURE YEARS:

We propose no changes in budget for future years.

Infrastructure Development	Year 1	Year 2	Year 3	Total Infra-structure Costs
Personnel	\$55,000	\$55,000	\$55,000	\$165,000
Fringe	\$20,774	\$20,773	\$20,774	\$62,321
Travel	\$900	\$900	\$900	\$2,700
Equipment	\$0	\$0	\$0	\$0
Supplies	\$1,200	\$1,200	\$1,200	\$3,600
Contractual	\$15,484	\$15,485	\$15,484	\$46,453
Other	\$0	\$0	\$0	\$0
Total Direct Charges	93,358	93,358	93,358	280,074
Indirect Charges	\$13,088	\$13,088	\$13,088	\$39,264
Total Infrastructure Costs	\$106,446	\$106,446	\$106,446	\$319,338

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Data Collection & Performance Measurement	Year 1	Year 2	Year 3	Total Data Collection & Performance Measurement Cost
Personnel	\$20,000	\$20,000	\$20,000	\$60,000
Fringe	\$7,554	\$7,554	\$7,554	\$22,662
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0
Contractual	\$26,000	\$26,000	\$26,000	\$78,000
Other	\$0	\$0	\$0	\$0
Total Direct Charges	\$53,554	\$53,554	\$53,554	\$160,662
Indirect Charges	\$0	\$0	\$0	\$0
Total Data Collection & Performance Measurement Costs	\$53,554	\$53,554	\$53,554	\$160,662

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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 3: Certificate of Insurance

Attachment B CABHI Meridian Agreement Business Associate QSOA County and Meridian

BUSINESS ASSOCIATE AGREEMENT/QUALIFIED SERVICE ORGANIZATION AGREEMENT

THIS BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT (this "Agreement") is entered into, and effective as of **August 28, 2017** (the "Effective Date") by and between Alachua County Board of County Commissioners Department of Community Support Services ("Covered Entity") and Meridian Behavioral Healthcare, Inc. ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian 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"); (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.; and 42 C.F.R. Part Two. 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.** Meridian and Business Associate have entered into an agreement under which Business Associate will perform certain services for Meridian ("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 Meridian or will cause Meridian 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. To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by Part 2, Business Associate acknowledges and agrees that it is a QSO for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations. Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual. Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

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(e) 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 Meridian's or Business Associate's ethical responsibilities or any privileges which Business Associate or Meridian may have under Florida or Federal law. To the maximum extent permitted by law, Meridian hereby reserves and retains any and all privileges which Meridian may have under Florida or Federal law related to the confidentiality of all patient records of Meridian or any attorney-client privilege or any attorney-work product privilege which Meridian may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Meridian 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 Meridian determines to waive any privilege which it may have, Meridian 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 Meridian.

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 Meridian.

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

If to Meridian Behavioral
Healthcare, Inc.:

4300 SW 13th Street
Gainesville, FL 32608

Attn: Margarita Labarta, Ph.D
President/CEO

If to Business Associate:

Claudia Tuck, Director
Alachua County Community
Support Services
218 SE 24th Street
Gainesville, FL 32641

Alachua County, Office of
Management and Budget
ATTN: Agreements
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601

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, 42 C.F.R. Part Two, and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of Meridian 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 state or federal regulations as are necessary for Covered Entity to comply with the current requirements. 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, 42 C.F.R. Part Two, 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.

13.6. 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.

ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkoson, Chair
Chairman, Board of County Commissioners


ATTEST:


J. K. Irby, Clerk

APPROVED AS TO FORM:


Alachua County Attorney's Office

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: 
Margarita Labarta, Ph.D.
(Print/Type Name of Person Signing)
Signing)

Its: President/CEO

By: _____

(Print/Type Name of Person

Its: _____

Attachment C CABHI Meridian Agreement Business Associate QSOA Meridian and County

BUSINESS ASSOCIATE AGREEMENT/QUALIFIED SERVICE ORGANIZATION AGREEMENT

THIS BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT (this "Agreement") is entered into, and effective as of **August 28, 2017** (the "Effective Date") by and between **Meridian Behavioral Healthcare, Inc.** ("Meridian" or "Covered Entity") and Alachua County Board of County Commissioners Department of Community Support Services ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian 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"); (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.; and 42 C.F.R. Part Two. 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:

14. **Services.** Meridian and Business Associate have entered into an agreement under which Business Associate will perform certain services for Meridian ("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.

15. **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 Meridian or will cause Meridian harm.

16. **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. To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by Part 2, Business Associate acknowledges and agrees that it is a QSO for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations. Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual. Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

17. **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.

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19. **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.

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

20.1. **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.

20.2. **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.

20.3. **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(e) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

20.4. **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 Meridian's or Business Associate's ethical responsibilities or any privileges which Business Associate or Meridian may have under Florida or Federal law. To the maximum extent permitted by law, Meridian hereby reserves and retains any and all privileges which Meridian may have under Florida or Federal law related to the confidentiality of all patient records of Meridian or any attorney-client privilege or any attorney-work product privilege which Meridian may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Meridian 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 Meridian determines to waive any privilege which it may have, Meridian shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

21. **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 Meridian.

22. **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 Meridian.

23. **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.

24. **Term and Termination.**

24.1. **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.

24.2. **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.

24.3. 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.

24.4. 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.

25. 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 Meridian Behavioral

4300 SW 13th Street

Healthcare, Inc.:

Gainesville, FL 32608

Attn: Margarita Labarta, Ph.D.

President/CEO

If to Business Associate:

Claudia Tuck, Director
Alachua County Community
Support Services
218 SE 24th Street
Gainesville, FL 32641

Alachua County, Office of
Management and Budget
ATTN: Agreements
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601

26. **Miscellaneous.**

26.1. 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.

26.2. State Law. In addition to HIPAA, 42 C.F.R. Part Two, and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of Meridian and federal security and privacy laws.

26.3. 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.

26.4. 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 state or federal regulations as are necessary for Covered Entity to comply with the current requirements. 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.

26.5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules, 42 C.F.R. Part Two, 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.

26.6. 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.

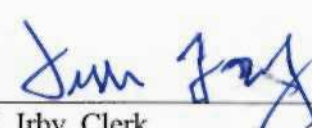
ALACHUA COUNTY, FLORIDA

By: 

Lee Pinkoson, Chair
Chairman, Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:


J. K. Irby, Clerk


Alachua County Attorney's Office

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: 

By:

Margarita Labarta, Ph.D.

(Print/Type Name of Person Signing)

(Print/Type Name of Person Signing)

Its: President/CEO

Its:



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor
12 SE 1st Street
9:00AM**

December 12, 2017 BoCC Regular Meeting 9:00AM

Agenda Item #31.

Agenda Item Name:

Cooperative Agreement to Benefit Homeless Individuals (CABHI) Federal Grant Award

Presenter:

Claudia Tuck, Tom Tonkavich

Item Description:

Cooperative Agreement to Benefit Homeless Individuals (CABHI) Federal Grant Award for three years at \$800,000.00 annually to support the hiring of 2 FTE's and purchase of behavioral healthcare services.

Recommended Action:

1) Accept the grant award and adopt the Resolution to Establish a CABHI Grant Fund, approve the budget amendment to record unanticipated revenues, authorize adding two new grant funded FTE's. 2) Authorize the Chair signature on the agreements with Meridian Behavioral Healthcare, Inc. for the purchase of behavioral healthcare services and related Business Associate agreements. 3) Authorize the County Manager or designee to designate individuals to serve on the project steering committee as outlined in the Federal Notice of Funding Available and the submitted grant application. 4) Designate the County Manager or designee to submit required reports and budget amendments not requiring prior authorization as directed by SAMHSA.

Prior Board Motions

n/a

Fiscal Consideration:

274.29.2954.331.69.00 \$800,000

274.29.2954.563 various accounts. See Budget Amendment \$800,000

Total grant amount is \$2.4m (\$800k per year)

Background:

On March 14, 2016 with the approval of the County Manager, Community Support Services applied for a CABHI grant through the Substance Abuse and Mental Health Services Administration (SAMHSA). Community Support Services working in close partnership with Meridian Behavioral Healthcare, Gainesville Housing Authority, Alachua County Housing Authority, and the Alachua County Coalition for the Homeless

and Hungry developed a proposal to provide additional treatment capacity for people with substance abuse and/or mental illness who are homeless. Although awarded funds cannot be used for housing, the project leverages other currently unused Housing Choice vouchers by providing additional behavioral healthcare support services. The program will focus on the homeless and chronically homeless individuals, veterans, families, and youth with mental illness, substance abuse, and physical health disabilities.

Community Support Services will coordinate all grant administration aspects including staff support of a CABHI steering committee, use of grant funds, and serves as the Grant Project Director. The CABHI Steering Committee is a required "infrastructure component" of the grant award. At a minimum the steering committee is comprised of Alachua County, Meridian, the Alachua County Coalition for the Homeless and Hungry, Alachua County and City of Gainesville Housing Authorities, Alachua County and City of Gainesville Fire Rescue, Medical Safety Net Provider(s), UF Mobile Outreach Clinic, Florida Department of Health, Gainesville Police Department, a Consumer(s), Lutheran Services of Florida, NAMI Gainesville, the VA, Partnership for Strong Families, the Florida Department of Juvenile Justice and Department of Corrections, and the SAMHSA Grant Project Officer. The Steering Committee is responsible for guiding initial implementation and on-going evaluation of the project.

A portion of the grant funding is used to create two (2) new Alachua County FTE's; a Grants/Contracts Specialist (1 FTE) and a Homeless Outreach Coordinator (1 FTE). The Homeless Outreach Coordinator is a clinically licensed eligible position that will work to engage the homeless, coordinate the activities of others doing outreach, and serve as a member of the newly created Assertive Community Treatment (ACT) Team. The Grants/Contract Specialist will be responsible for grant related administrative tasks.

Meridian Behavioral Healthcare, Inc. will coordinate and staff the ACT Team comprised of a Program Director (.15 FTE), Program Manager (1 FTE), Therapists (2 FTE), Care Coordinators (2 FTE), a Registered Nurse, (.05 FTE), Psychiatrist (.05 FTE), SOAR Specialist (.50 FTE), Peer Specialist (2 FTE) and a Program Assistant (.50 FTE). Additionally, Meridian will contract with an Evaluator who will conduct data analysis to determine project outcomes.

The project expects to complete 325 unduplicated outreach contacts annually. The ACT Team will serve up to 72 people annually and 216 over the three year project period. Project outcomes include increasing housing stability (50%), increased employment rates (25%), increased abstinence (50%) improved functioning and well-being (50%) improved social connectedness (50%) and increased community partnerships (10%).