

**FY2021 AGREEMENT BETWEEN**

**ALACHUA COUNTY AND**

**MERIDIAN BEHAVIORAL HEALTHCARE, INC.**

**THIS AGREEMENT** is made and entered into this 12<sup>th</sup> day of October 2021, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" or "Grantee", and Meridian Behavioral Healthcare, Inc., a not-for-profit corporation incorporated under the laws of the State of Florida, hereinafter referred to as the "Meridian", "Center," "Professional, or "Contractor." Collectively the County and the Meridian are referred to as the "Parties"

**WITNESSETH:**

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

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

**WHEREAS**, the Parties have mutually joined together for the purpose of assuring effective and efficient screening and assessment; care coordination; connecting to treatment; Peer Mentoring and, a range of supportive services with a high degree of integration and coordination for those individuals in Alachua County who are involved in or at risk of involvement in the local criminal justice system; and,

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

**WHEREAS**, the County has been awarded the Justice and Mental Health Collaboration Program (JMHCP) for 2020-2023 by the Bureau of Justice Assistance (BJA); and,

**WHEREAS**, the County has been leading partners in the BJA Justice and Mental Health Collaboration Program initiative since its inception in 2017. This collaboration has led to significant benefits for many Alachua County citizens served through the Program, bringing community stakeholders together to successfully address challenging behavioral health needs and criminal justice goals; and

**WHEREAS** the partnership among the Center, the County and related agencies in the local criminal justice system represented by the JMHCP Program in our community builds upon the existing platform of program services to further reduce criminal justice involvement for citizens living with mental illness, continues to improve lives, and reduce system operating costs borne by all participating organizations, including the County; and,

**WHEREAS** the BJA provides funding for these services which includes a grant match requirement as established by the Bureau itself; and

**WHEREAS** the County desires to contribute to this grant match requirement, to which the County made an express commitment to the Bureau of Justice Administration as included in the County's application on May 15, 2020; and,

**WHEREAS**, said commitment on behalf of the County included cash match funds in the amount of \$25,000 in the third year of the grant and additionally an in-kind match from Meridian valued at \$14,631 over the project period,

**NOW, THEREFORE**, the Parties hereto agree as follows:

**Section 1. Term:** This agreement shall commence upon execution by both Parties, and shall continue through and include the 30th day of September 2023, unless earlier terminated as provided herein. The County's performance and obligation to pay under this agreement is contingent upon a specific annual maximum cost reimbursement. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

**Section 2. Scope of Services:** The Center will operate and enhance the multidisciplinary City of Gainesville, Gainesville Police Department Officer-Clinician Co-Responder Ride Along Program and conduct all of the Program's activities supported by the County's three-year Grant application with the BJA (Grant No. 2020-MO-BX-0021), which is attached hereto and hereby incorporated by reference as **Exhibit "1"** to this Agreement between Alachua County and the Center.) The Program will be carried out in coordination with Alachua County as the implementation of the original Alachua County Justice and Mental Health Collaboration Program process analysis conducted from 2017 through 2020 resulting in the Strategic Plan presented to and accepted by the Alachua County Public Safety Coordinating Council in June of 2020.

A. Major Objectives: the primary goal of the new Program is to divert adults with a history of mental illness who are at risk or have come into contact with the criminal justice system and divert them into community services and treatment. The major objectives that contribute to the goal are to:

- 1) Implement the JMCHP services and diversion initiatives described in the County's application to the BJA (Said application to the Department's Request for Applications RFA BJA-2020-17114 is hereby attached to this Agreement as **Exhibit "2"** and incorporated in this Agreement between the Center and Alachua County);
- 2) Create and encourage collaboration among key stakeholders identified in the County's grant application; and,
- 3) Adapt existing service capacity and models to better address the recovery-oriented needs of the Target population.



B. Services provided by the Masters level Clinician hired by the Center shall include, but are limited to:

- 1) Reporting for a shift designated by the Operations Division with the City of Gainesville Police Department (GPD) with prior approval by Meridian.
- 2) Working the designated shift in a marked police car driven by a uniform police officer.
- 3) Responding to calls for service involving persons with mental illness, mental health care crisis, and calls involving emotionally charged situations where crisis intervention is needed whenever they are working and at any location within the City of Gainesville jurisdiction.
- 4) Working with the partner officer to facilitate regular multi-disciplinary staffing addressing high quantity service users, those identified as being on the verge of needing intensive services or others appropriately referred by any partner entity.
- 5) Attend police related training, counselor related training or co-responder training as needed to fulfill the missions.
- 6) Facilitate resolution to mental health related issues encountered in the course of the workday as appropriate.
- 7) Take primary responsibility for data collection and collation for the purpose of recording the work patterns and effective deployment of the Co-Responder team.

C: Data sharing:

- 1) Subject to the requirements of Florida Statutes sections 90.503, 394.4615 and 456.057 and Federal Regulation 42CFR PART II, Meridian, Center, Professional or Contractor will provide documents or data for program audits and performance measures.
- 2) All data collected and maintained by all Co-Responder teams shall be made available to the JMHCP Program Manager quarterly at minimum in accordance with Business Associate Agreement.
- 3) All data collected by the Co-Responder teams will be made available in raw form and including Federal and State confidentiality laws protected Personal Health Information (PHI) per Business Associate Agreement.
- 4) All members, employees, and agents of the JMHCP will handle all PHI data as required by HIPPA, 42 CFR part II, FERPA, and Criminal Justice standards.
- 5) JMHCP Consultants will be under contract to evaluate data periodically and will maintain legally protected confidentiality of the PHI.

- 6) Data maintained by GPD and not collected by the Co-Responder teams, though relevant to the mission may be requested for evaluation and reporting purposes.
- 7) Communications shall be restricted solely between identified and current JMHCP team partners and shall be conducted openly and without restriction for Care Coordination purposes.

D. Clients to Be Served: The Gainesville Police Department partnered Co-Responder Team shall serve citizens who have a history of or are suspected to have a mental illness, substance use disorder or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering the criminal justice system. The Center's services will target, but not be limited to, the following subpopulations for which there are identified current service gaps:

- 1) Situations identified through Alachua County Combined Communications Center (911) or Law Enforcement Officers as potentially having mental illness or "emotionally charged situations" and
- 2) Individuals who have been identified as "high utilizers" of the jails and acute services.

E. Program Years: For the purposes of this Agreement, Program Years are identified as:

- 1) Program Year 1: 10/1/2021 – 9/30/2021
- 2) Program Year 2: 10/1/2021 – 9/30/2022
- 3) Program Year 3: 10/1/2022 – 9/30/2023

E. The Center will meet diversionary goals through the use of the Sequential Intercepts for Change Model which identifies five points of interception through which the reduction of the criminalization of persons with mental disorders, substance use disorders or co- occurring disorders can more effectively occur.

G. The Center will participate with the multidisciplinary JMHCP stakeholder team to facilitate access to treatment, recovery support and ancillary social services using strategies as identified in the County's Grant with the BJA (Grant No. 2020-MO-BX-0021) in Exhibit C1 (Array of Services) at **Exhibit 2** to this Agreement.

H. The Center will perform all functions necessary for the proper delivery of services as identified in Exhibit C (Task List) of the aforementioned Grant with the Bureau of Justice Administration (Grant No. 2020-MO-BX-0021) **Exhibit 2** to this Agreement.



I. The Center will also provide services to meet the service targets and performance measures identified in Exhibits D (Deliverables) and E (Minimum Performance Measures) of Grant No. 2020-MO-BX-0021 with the Bureau of Justice Administration, **Exhibit 2** to this Agreement.

**Section 3. Law & Regulations:** The Center will comply with all laws, ordinances, regulations, and requirements applicable to the work required by this agreement. The Center is presumed to be familiar with all state and local laws, ordinances, and regulations that may in any way affect the work outlined in this agreement. If the Center is not familiar with state and local laws, ordinances, and regulations, the Center remains liable for any violation and all subsequent damages or fines.

**Section 4. Audits, Records and Reporting:** The Center agrees to:

A. Submit to the Court Services Director a copy of the Center's annual audit of financial statements, and compliance reports completed by accrediting bodies, licensing and regulatory agencies.

B. Maintain financial records and reports relating to utilization of services and submit financial and service reports to the Court Services Director on a quarterly basis. Copies of all such reports shall be submitted to:

J. K. "Jess" Irby, Esq.  
Clerk of the Circuit Court  
12 SE 1st Street, 4th Floor  
Gainesville, FL 32601  
Attn: Finance & Accounting-Accounting Supervisor

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

D. Permit such records described in subsections 4.B. and 4.C., above, to be subject to inspection, review, and audit by the Grantee or designee.

**Section 5. Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Center not to exceed the total sum of \$121,594 per project year (One Hundred Thousand Twenty-One and Five Hundred Ninety-Four dollars). For the salaries of grant funded staffing, the actual costs incurred shall be reimbursed. The Parties acknowledge and agree that the foregoing amount represents a reasonable estimate of the value of services to be rendered by the Center to the residents of Alachua County. This amount shall be paid in twelve (12) equal monthly installments, in arrears, of \$10,132.83 (Ten Thousand One Hundred Thirty-Two dollars and Eighty-Three cents). Payment will follow

review and approval of monthly invoices submitted to the County by the Center. Each invoice shall bear the signature of the Center's Vice President of Finance and Accounting, which signature shall constitute the Center's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that all obligations of the Center covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Center that payment of any portion thereof should be withheld. Submission of the Center's invoice for final payment shall further constitute the Center's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Center to others, including its consultants, incurred in connection with the Project, will be paid in full. The Center shall submit invoices to the County at the following address:

- i. Director  
Alachua County Department of Court Services 35 North Main Street  
Gainesville, Florida 32601
  - ii. Once the invoices are approved and processed, every effort will be made to issue payment each month in advance of the second Thursday of the month.
- B. In the event that the Grantee becomes credibly informed that any representations of the Center relating to payment are wholly or partially inaccurate, the Grantee may withhold payment of sums then or in the future otherwise due to the Center until the inaccuracy, and the cause thereof, is corrected to the Grantee reasonable satisfaction.
- C. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure
- Available at  
<http://alachuacounty.us/Depts/AdminSvcs/Documents/purchasing/promptpayment.pdf>
- D. No invoice will be paid if received after April 30, 2023.
- E. Invoice payments shall be sent to:
- Fiscal Department  
Meridian Behavioral Healthcare, Inc. PO Box 141750  
Gainesville, FL 32614-1750

**Section 6. Insurance:** The Center will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in **Exhibit "4"**. A copy of a current, valid Certificate Insurance showing coverage in the types and of the amount specified is attached as **Exhibit "4a"**

## **Section 7. Indemnification:**

A. The Center agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Center further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel mutually chosen by the County and Agency agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Center agrees that indemnification of the County shall extend to any and all work performed by the Center, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Center's insurance coverage. This indemnification provision shall survive the termination of this Agreement between the County and the Center.

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

## **Section 8. Program Audit**

- A. Subject to the requirements of Florida Statutes sections 90.503, 394.4615 and 456.057 and Federal Regulation 42CFR PART II, Meridian, Center, Professional or Contractor will provide documents or data for program audits and performance measures.
- B. A records audit will be performed by Alachua County Court Services staff to assure Agreement compliance, performance and quality assurance.
  - i. Court Services staff will provide Meridian at least Thirty (30) days' notice of pending annual site visit for records review.
  - ii. Additional audits may be performed with thirty (30) days' notice.



**Section 9. Independent Contractor:**

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

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

**Section 10. Assignment:** The Center shall not assign, convey, pledge, sublet, or otherwise dispose of any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the County.

**Section 11. Default and Termination:**

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

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Center prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

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

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



**Section 12. Modification:** This agreement may be modified and amended by mutual agreement of the Parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by the Parties. The Parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

**Section 13. Notices:** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Center's and County's representative are:

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

Center: President/CEO  
Meridian Behavioral Healthcare, Inc.  
1565 SW Williston Road  
Gainesville, FL 32608

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

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

Alachua County Procurement Division  
Attn: Contracts  
12 SE 1st Street, 3rd Floor Gainesville, FL 32602

**Section 14. Non-Waiver:** The failure of either party to exercise any rights shall not be considered a waiver of such right in the event of any further default or non-compliance.

**Section 15. Severability:** If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

**Section 16. Entire Agreement:** This agreement contains all the terms and conditions agreed upon by the Parties.

**Section 17. Collusion:** By signing this agreement, the Center declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

**Section 18. Conflict of Interest:** The Center warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Center shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

**Section 19. Third Party Beneficiaries:** This agreement does not create any relationship with, or any rights in favor of, any third party.

**Section 20. Governing Law and Venue:** This agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.

**Section 21. Project Records:**

A. General Provisions:

- i. Subject to the requirements of Florida Statutes sections 90.503, 394.4615 and 456.057 and Federal Regulation 42CFR PART II, Meridian, Center, Professional or Contractor will provide documents or data for program audits and performance measures.
- ii. Any document submitted to the Grantee 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.
- iii. In accordance with Section 119.0701, Florida Statutes, the Center (referred to 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, the Professional shall 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 bylaw. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

#### B. Confidential Information

- i. During the term of this Agreement, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Grantee shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI"
- ii. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

#### C. Project Completion:

- i. Subject to the requirements of Florida Statutes sections 90.503, 394.4615 and 456.057 and Federal Regulation 42CFR PART II, Meridian, Center, Professional or Contractor will provide documents or data for program audits and performance measures.

- ii. Upon completion of, or in the event this Agreement is terminated, the Professional, when acting on behalf of the County as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional 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 County's custodian of public records, in a format that is compatible with the information technology systems of the County.

#### D. Compliance

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

**IF THE CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CENTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIRECTOR OF ALACHUA COUNTY COURT SERVICES AT 35 North Main Street, Gainesville, FL 32601, (352) 491-4650.**

**Section 22. Assignment of Interest:** Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

**Section 23. Successors and Assigns:** The County and the Center each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

**Section 24. Construction:** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this agreement.

**Section 25. Attachments:** All attachment attached to this agreement are incorporated into and made part of this agreement by reference.

**Section 26. Counterparts:** This agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this agreement, so that in making proof of this agreement, it shall only be necessary to produce or account for one such counterpart.



**Section 27. Duties:** The Center warrants that it is a covered entity as defined by the Health Insurance Portability and Accountability Act 160-64 of 1996 (HIPAA). The County warrants that it is a hybrid entity as defined by HIPAA and that Community Support Services, Social Services Division and Court Services are covered components as defined by HIPAA. Both Parties agree to abide by all requirements of HIPAA.

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

**ALACHUA COUNTY, FLORIDA  
BOARD OF COUNTY  
COMMISSIONERS**


  
\_\_\_\_\_  
Ken Cornell, Chair

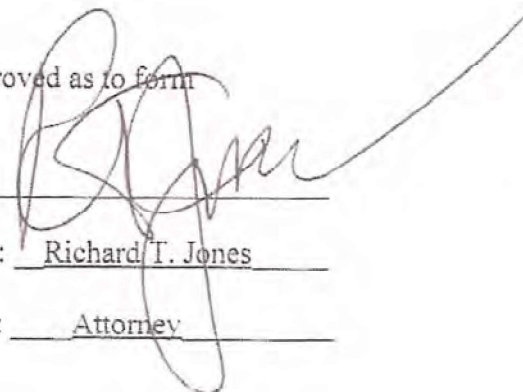
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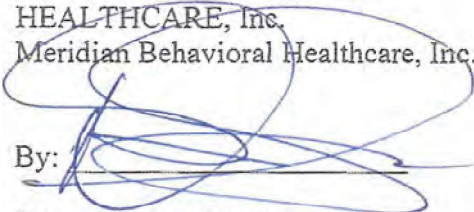
APPROVED AS TO FORM

ATTEST:

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

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Alachua County Attorney's Office

Approved as to form  
By:   
\_\_\_\_\_  
Print: Richard T. Jones  
\_\_\_\_\_  
Title: Attorney  
\_\_\_\_\_

**MERIDIAN BEHAVIORAL  
HEALTHCARE, Inc.  
Meridian Behavioral Healthcare, Inc.**  
By:   
\_\_\_\_\_  
Print: Don Savoie  
\_\_\_\_\_  
Title: President/ CEO  
\_\_\_\_\_