

**2025-2027 AGREEMENT BETWEEN ALACHUA COUNTY
AND MERIDIAN BEHAVIORAL HEALTHCARE, INC.**

THIS AGREEMENT is made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Meridian Behavioral Healthcare, Inc., a not-for-profit corporation incorporated under the laws of the State of Florida, hereinafter referred to as the "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, case management, treatment, education, 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 Center has been awarded the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant ("CJMHSAG") for 2025-2027 by the Florida Department of Children and Families; and,

WHEREAS the Center and the County have been leading partners in the Florida Department of Children and Families' CJMHSAG Program initiative since its inception in 2008. This collaboration has led to significant benefits for many Alachua County citizens served through the Program, enabling them to successfully address challenging behavioral health needs and pursue personal recovery goals; and

WHEREAS the partnership among the Center, the County and related agencies in the local criminal justice system represented by the CJMHSAG Program in our community builds upon the existing framework of program services to further reduce recidivism, continues to improve lives, and reduce system operating costs borne by all participating organizations, including the County; and,

WHEREAS the State of Florida provides funding for these services which includes a grant match requirement as established by the Florida Department of Children and Families; and

WHEREAS the County desires to contribute to this grant match requirement, to which the County made an express commitment to the Florida Department of Children and Families as included in the Center's application on March 22, 2024; and,

WHEREAS said commitment included cash match funds in the amount of \$1,110,000 over three years and additionally an in-kind match providing staff positions valued at \$90,888.00 over the same 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 December 31, 2027, unless earlier terminated as provided herein. Notwithstanding the effective date of this Agreement, the County agrees to compensate the Center for eligible services rendered and invoiced under the Program beginning January 1, 2025, in accordance with the terms and conditions set forth herein.

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

Section 2. Scope of Services: The Center will operate and enhance the multidisciplinary Alachua County Forensic Diversion Program and conduct all of the Program's activities supported by the Center's three-year Grant Agreement with the Department of Children and Families (Contract No. LH880, 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 an expansion of the original Alachua County Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant (CJMHSAG) Program implemented in 2008 and subsequent refinements to the same Program.

- A. Goals and Objectives: The primary goal of the Program is to divert adults with a history of criminal justice involvement who are at risk of recidivism into either the criminal justice system or the State Hospital system into community services and treatment. The following strategic objectives are designed to advance the Program's overarching goal:
- 1) Implement the CJMHSAG services and diversion initiatives described in the Center's application to the Department of Children and Families (Said application to the Department's Request for Applications RFA2324-011 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 Center's grant application; and,
 - 3) Adapt existing service capacity and models to better address the recovery-oriented needs of the Target population.
- B. Clients To Be Served: The Center shall serve adults age 18 or older who have a mental illness, substance use disorder, or co-occurring mental health and substance use disorders and who are in, or are 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) Individuals with chronic mental illness who have misdemeanor charges and:
 - a) Have been judicially declared to be Incompetent to Proceed (ITP) to trial, or
 - b) Do not meet criteria for mental health court, or
 - c) Have high arrest recidivism rates;
 - 2) Individuals with chronic mental illness who have been judicially determined to have been restored to competency and are subsequently released to the community; and,

- 3) Individuals who have been identified as “high utilizers” of the jails and acute services.
- C. Program Years For the purposes of this Agreement, Program Years are identified as:
 - 1) Program Year 1: 01/01/2025 - 12/31/2025
 - 2) Program Year 2: 01/01/2026 – 12/31/2026
 - 3) Program Year 3: 01/01/2027 – 12/31/2027
- D. The Center shall provide an array of mental health and co-occurring substance abuse services to eligible individuals for up to one year after enrollment.
- E. The Center will meet diversionary goals through the use of the Sequential Intercepts for Change Model which identifies five points of interception that reduce the criminalization of persons with mental health disorders, substance use disorders, or co-occurring disorders.
- F. The Center will implement a multidisciplinary Forensic Diversion Team to facilitate access to treatment, recovery support, and ancillary social services using strategies as identified in the Center’s Contract with the Department of Children and Families (No. LH880) as detailed in Exhibit C1 (Service Tasks) within **Exhibit 2** of this Agreement.
- G. The Center will perform all functions necessary for the proper delivery of services as identified in Exhibit C (Service Tasks) of the aforementioned Contract with the Department of Children and Families (No. LH880) **Exhibit 2** to this Agreement.
- H. The Center will provide services to meet the service targets and performance measures identified in Exhibits D (Deliverables) and E (Minimum Performance Measures) of Contract No. LH880 with the Department of Children and Families, **Exhibit 2** to this Agreement.

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

Section 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 County or designee.

Section 5. Compensation:

- A. For the performance of the services under this agreement, the County shall pay the Center not to exceed the total sum of \$370,000.00 (Three Hundred Seventy Thousand Dollars) for each of the Program Years for the services detailed in Section 2. The Parties acknowledge and agree that the foregoing amount represents a reasonable estimate of the value of services to be rendered by the Center to the residents of Alachua County and will be used to satisfy the annual cash grant match requirement as established by the Florida Department of Children and Families and committed to by the County. Compensation under this Agreement shall be based on the satisfactory delivery of services as outlined herein and not on a reimbursement of actual costs incurred by the Center. The County shall make payments in accordance with the agreed-upon deliverables, performance measures, and funding terms set forth in this Agreement.
- B. Payments will follow review and approval of quarterly invoices submitted to the County by the Center. The invoices shall include a copy of the corresponding quarterly invoice that was provided to the Florida Department of Children and Families. Each invoice shall bear the signature of the Center's Vice President of Finance and Accounting or designee, which signature shall constitute the Center's representation to the County that the services indicated in the invoice met the requirements of Department of Children and Families, have served a public purpose, have been properly and timely performed as required herein, that all obligations of the Center covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Center that payment of any portion thereof should be withheld. Submission of the Center's invoice for final payment shall further constitute the Center's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Center to others, including its consultants, incurred in connection with the Project, will be paid in full. The Center shall submit invoices to the County at the following address:
 - Director
 - Alachua County Department of Court Services
 - 35 North Main Street
 - Gainesville, Florida 32601
- C. If the County becomes credibly informed that any representations of the Center relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Center until the

inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

- D. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure (Available at <http://www.co.alachua.fl.us/gov/dept/adminservices/purchasing/>).
- E. No invoice will be paid if received after April 30, 2027. Invoice payments shall be made via ACH when possible, and any payment via check 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 harmless the County and its director, officers, employees, and agents 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, employees agents, servants or assigns. This obligation shall in no way be limited in any way 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 records audit will be performed by Alachua County Court Services staff to assure Agreement compliance, performance and quality assurance.

- A. Court Services staff will provide Meridian at least Thirty (30) days' notice of pending annual site visit for records review.
- B. Additional audits may be carried out 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 (24) 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 delivery 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 and County 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 right 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 78. 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:

- 1) Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 2) In accordance with Section 119.0701, Florida Statutes, the 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 by law. 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

- 1) 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 County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 2) The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from

and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

C. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Professional, when acting on behalf of the County as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

D. Compliance

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

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

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

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

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

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

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

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

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Ken Cornell, Chair
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)


Alachua County
Attorney's Office

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

WITNESS
(BOARD OF DIRECTORS OFFICER)

AGENCY REPRESENTATIVE

By: Amanda Manske
Amanda Manske (Jan 5, 2026 09:54:10 EST)
Print: Amanda Manske
Title: Chair, Board of Directors

By: 
Print: Lauren Cohn
Title: President & CEO

FOUR ATTACHMENTS:

- Exhibit 1: Grant Contract No. LH880 between Department of Children and Families and Meridian Behavioral Healthcare, Inc.
- Exhibit 2: Department of Children and Families RFA 2324-011
- Exhibit 3: Meridian Behavioral Healthcare, Inc. Application (03/22/2024) to Department of Children and Families
- Exhibit 4: Insurance Requirements
- Exhibit 4a: Certificate of Liability Insurance

EXHIBIT 1: Grant Contract No. LH 880 between Department of Children and Families and Meridian Behavioral Healthcare, Inc.

Exhibit 2: Department of Children and Families RFA2324-011

Exhibit 3: Meridian Behavioral Healthcare, Inc. Application (03/22/2024) to Department of Children and Families

Exhibit 4: INSURANCE REQUIREMENTS

EXHIBIT 4a: CERTIFICATE OF INSURANCE









FY2025-2027 Alachua County CJMHSAG Agreement

Final Audit Report

2026-01-05

Created:	2026-01-05
By:	Mireya Vasquez (mireya_vasquez@mbhci.org)
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