

FUNDING AGREEMENT FOR THE PROVISION OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2023, by and between Levy County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and **Meridian Behavioral Healthcare, Inc.**, a Florida Not for Profit Corporation registered to do business in the State of Florida, with a principal address at 4300 NW 13th St, Gainesville, FL 32608, hereinafter referred to as "MBH."

For and in consideration of the mutual undertaking and agreements hereinafter set forth, the County and MBH agree as follows:

1. The County Agrees:

A. To provide funds to MBH as the County's portion of local match under Florida Statute (§394.76) for the provision of general mental health, and substance abuse services, including Baker Act services to the citizens of Levy County. The County elects to provide \$91,932 under this Agreement as its portion of the local match pursuant to such Florida Statute §394.76, the remainder of any local match being the responsibility of MBH to acquire. This sum is for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

B. To release such funds in the amount of \$22,983 per quarter, upon receipt of an invoice due on the first day of each quarter.

2. MBH Agrees:

A. To provide general mental health and substance abuse services, including Baker Act services to the citizens of Levy County, in accordance with the contract between MBH and Lutheran Services of Florida, the mental health managing entity for the State of Florida, and in accordance with all applicable federal, state, and local statutes, ordinances, laws, rules, and regulations governing such mental health, substance abuse, and Baker Act services.

B. To provide services to any person and ensure that no service will be denied and/or delayed to any person because of race, creed, color, national origin, sex, age or ability to pay.

C. To ensure that all information regarding clients be safeguarded in accordance with 45 C.F.R. § 205.50 and 42 C.F.R part 2, Federal HIPAA standards.

D. To comply with the provisions contained in the Civil Rights certificate.

E. To provide, monitor, evaluate, and audit all programs funded under the terms of this Agreement according to Federal and C&F guidelines, rules, regulations, instructions, and the approved C&F Plan.

F. Any funds expended in violation of this Agreement or in violation of appropriate Federal and State requirements, or any funds claimed by MBH which are determined by the County

to be in violation of appropriate departmental or federal guidelines shall be refunded in full to the County or if this Agreement is still in force, shall be withheld by the County from any subsequent compensation request with any remainder refunded in full to the County.

G. To retain all fiscal and client books, records, or other documents relative to this Agreement for seven (7) years after final payments or until audit or resolution of audit findings by county auditors.

H. To provide a copy to the County of MBH's annual audit of all programs funded under the terms of this Agreement.

I. To provide an opportunity for recipients of services to present their views about the service program and also establish a system through which clients may present reasonable grievances about the delivery of services. MBH will provide the County, without revealing any patient confidentiality, an annual report on services provided, including patient satisfaction data.

J. To negotiate sub-agreements and be responsible for the execution of sub-agreements pursuant to this Agreement. Such sub-agreements shall be reviewed by the County and if they are found not to be in compliance with the provisions of this Agreement, they shall be subject to revision by MBH, or funds may be withheld by the County.

K. To solicit input from the County on the development of the County Baker Act and Marchman Act Transportation Plan, to provide the County with a copy of the County Baker Act and Marchman Act Transportation Plan and any revisions thereto, and to consult with and solicit input from the County in MBH's development of procedures for securing its local match, all as required in Florida Statute §394.75.

L. Subject to the terms, conditions, and policy limits of insurance coverage obtained by MBH, which protects MBH for all claims arising out of the services furnished pursuant to this Agreement, MBH shall defend, indemnify, and hold harmless the County and all of the County's elected officials, officers, agents, employees, and volunteers, from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the active or passive negligence or other fault of MBH or any of its officers, agents, contractors, subcontractors, or employees in performance or non-performance of its obligations under this Agreement. MBH shall provide the County with a Certificate confirming the insurance coverage annually at the signing of this Agreement. The exhaustion of insurance coverage obtained or held by MBH shall not relieve MBH of the duty to defend the County but shall relieve MBH of the duty to indemnify and hold harmless the County as set forth in this provision. Nothing herein shall be construed to extend the County's liability beyond that provided in Florida Statute §768.28.

M. Public Records Compliance: In performing under this Agreement, MBH shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of the MBH in accordance with the terms of this Agreement. Specifically, but not by way of limitation, MBH shall:

- (i) Keep and maintain public records required by County to perform the service;
- (ii) Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by MBH under this Agreement if MBH does not transfer the records to County; and
- (iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost to County, all public records in possession of MBH or keep and maintain public records required by County to perform services. If MBH transfers all public records to County upon completion of this Agreement, MBH shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MBH keeps and maintains public records upon completion of this Agreement, MBH shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

(d) IF MBH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MBH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352)486-5218

E-MAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. 310, BRONSON, FL 32621

3. MBH and the County Mutually Agree:

A. This Agreement shall begin on October 1, 2023 at 12:01 a.m. and end on September 2024, at midnight.

B. This Agreement may be terminated with or without cause, by either party at any time, upon no less than thirty (30) days' notice in writing to the other party. Said notice shall be delivered by certified mail, electronic mail, or hand delivery to the following contact persons:

If to Meridian Behavioral
Healthcare, Inc.:

4300 SW 13th Street
Gainesville, FL 32608

Attn: Don Savoie
President CEO
don_savoie@mbhci.org

If to Levy County:

P.O. Box 310
Bronson, FL 32621

Attn: Wilbur Dean
County Coordinator
levybocc@levycounty.org

C. Any alterations, variations, modification and/or waivers of provisions or this Agreement shall be valid only when they have been reduced to writing, duly signed by all parties to the agreement, and attached to the original agreement.

D. This Agreement contains all terms and conditions agreed upon by the parties. No other agreements, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

E. No assignment, delegation, transfer, or novation of this Agreement or any part hereof may be made unless in writing and signed by both Parties.

ATTEST: Clerk of the Circuit Court
and Ex Officio Clerk of the Board of
County Commissioners

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

Matt Brooks, Chairman

Danny J. Shipp

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Nicolle Shalley
County Attorney

Attest:

MERIDIAN BEHAVIORAL HEALTHCARE
INC.

Donald P. Savoie, President