COOPERATIVE AGREEMENT BETWEEN MERIDIAN BEHAVIORAL HEALTHCARE, INC. AND THE CITY OF GAINESVILLE

THIS AGREEMENT (Agreement) is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Not for Profit Corporation, 1565 SW Williston Road, Gainesville, Florida 32608 (MERIDIAN) and the City of Gainesville (CITY), 200 East University Avenue, Gainesville, FL 32601.

WHEREAS, the CITY desires to purchase certain preventive mental health outreach and crisis intervention services for the benefit of its citizens who are in need of such services; and

WHEREAS, MERIDIAN has professionally trained healthcare professionals to provide such services; and

WHEREAS, MERIDIAN provides a full continuum of behavioral health services, including crisis care, residential treatment, and inpatient services, to augment outreach services provided to citizens in need of follow up services; and

WHEREAS, the parties intend that the CITY reimburses MERIDIAN for preventive mental health outreach and crisis intervention services that it requested since October 1, 2022, after the previous Agreement expired;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the Parties agree as follows:

A. PARTICULARS OF THIS AGREEMENT

- 1. <u>Duration:</u> This Agreement shall commence on the date the contract is executed, and shall continue through September 30, 2024. The parties agree that MERIDIAN shall be reimbursed for services provided for the period of October 1, 2022, until the execution of the agreement, in addition to services provided from the execution of the agreement until its termination. This Agreement may be extended for an additional 12 months, with a maximum of three (3) such extensions.
- 2. <u>Renewability:</u> This Agreement shall not be automatically renewable.
- 3. <u>Modification:</u> This Agreement may be modified only by separate written agreement appended hereto and signed by both parties.
- 4. <u>Contract Managers:</u> Contract Manager for Meridian Behavioral Healthcare, Inc. will be Donald P. Savoie, President and CEO or his designee. Contract Manager for the City of Gainesville will be Lonnie Scott, Chief of Police.

5. <u>Notices, Authorizations, Billings and Reports:</u> All notices, authorizations, bills and reports, or any other documentation required by this Agreement to be provided by one party to the other shall be sent as follows:

CITY OF GAINESVILLE

Gainesville Police Department
Fiscal Division
545 NW 8th Avenue
Gainesville, Florida 32601
DG GPD Fiscal@cityofgainesville.org

MERIDIAN

Meridian Behavioral Healthcare, Inc. 1565 SW Williston Street Gainesville, Florida 32608 Attention: Donald P. Savoie, President/CEO don_savoie@mbhci.org

B. RESPONSIBILITIES OF THE CITY OF GAINESVILLE

- 1. Services provided by the officer shall include, but are not limited to:
 - a. The CITY shall dedicate **three** CIT certified police officers full time to the **Co-Responder Team** for the period beginning on the date the contract is executed through the end of the contract term. The officers shall be housed at the Gainesville Police Department and have an office at Meridian Behavioral Health Care located at 4300 SW 13 Street, Gainesville, Florida 32608, but will remain employees of the CITY and supervised by the Gainesville Police Department **Operations Bureau** Commander(s).
 - b. Reporting for shifts designated by the **Operations Bureau** Commander(s) with the Gainesville Police Department
 - c. Working the designated shifts in marked police cars driven by the officers and accompanied by MERIDIAN healthcare professionals.
 - d. Responding to calls for service involving persons with mental illness, substance use disorder, mental health care crisis and calls involving emotionally charged situations whenever they are working and at any location within the City of Gainesville's jurisdiction.
 - e. Work with the Meridian partners to facilitate multi-disciplinary regular staffings addressing high quantity service users, those identified as being on the verge of needing intensive services or others appropriately referred by any partner entity.
 - f. Attend police related training, behavioral health related training or co-responder training as needed to fulfill the mission.
 - g. Facilitate resolution to mental health and substance use disorder related issues encountered in the course of the work day as appropriate.
 - h. The CITY shall provide and fund the police cars used by the teams and training for the Clinicians to include CPR, Procedural Justice, Blood Born Pathogen training, Baker Act training and introductory training to police report writing, use of force, radio procedures and tactical responses.
 - i. Attend and participate in community engagement to include but not limited to presentations, trainings, and meetings with community members and stakeholders.
- 2. <u>Liability and Protection of Health Information:</u> The CITY agrees to render full cooperation with MERIDIAN in recommending and referring citizens for counseling and/or consultation, and to facilitate MERIDIAN's obtaining consent for treatment and

releases of information.

Additionally, the CITY agrees to protect individuals' confidential health information in accordance with applicable law. MERIDIAN will clearly identify on its face any confidential health information subject to the Health Insurance Portability and Accountability Act (HIPAA) and/or 42 CFR Part Two, Florida Statutes, Section 90.503, 394.4615 and 456.057 which MERIDIAN provides to the CITY, pursuant to, and only with a properly executed release of information.

- 3. Office Space and Resources: The CITY agrees to furnish MERIDIAN staff with appropriate workspace. The space does not need to be continuously available, but does need to be suitable for documenting services and carrying out necessary private communications, either by Ethernet (wired connection) or secure wireless communications. Any use by MERIDIAN staff of the CITY's internet will be subject to the CITY's policies and procedures.
- 4. The CITY agrees to facilitate approved HIPAA connection for compliant Meridian healthcare professional computer(s).

C. <u>RESPONSIBILITIES OF MERIDIAN</u>

- 1. <u>Staffing:</u> MERIDIAN will provide three appropriately qualified healthcare providers to meet the service demands of this Agreement. The Masters level clinicians shall be housed at the Gainesville Police Department and also have an office at Meridian Behavioral Healthcare located at 4300 SW 13th St Gainesville, Florida 32608, but will be employees of MERIDIAN and be supervised by the Vice President of Diversion and Recovery with MERIDIAN.
- 2. Services provided by the healthcare professionals shall include, but are not limited to:
 - a. Reporting for shifts designated by the Operations Division with the Gainesville Police Department.
 - b. Working the designated shifts in a marked police car driven by a uniform police officer.
 - c. Responding to calls for service involving persons with mental illness, substance use disorder, mental health care crisis and calls involving emotionally charged situations whenever they are working and at any location within the City of Gainesville jurisdiction.
 - d. Work with the partner police officers to facilitate multi-disciplinary regular 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.
 - e. Attend police related training, counselor related training or co-responder training as needed to fulfill the mission.
 - f. Facilitate resolution to mental health related issues encountered in the course of the work day as appropriate.
 - g. Take primary responsibility for data collection and collation for the purpose of recording the work patterns and effective deployment of the team.
 - h. Attend and participate in community engagement to include but not limited to presentations, trainings, and meetings with community members and stakeholders.
 - i. **E-VERIFY:** MERIDIAN shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by MERIDIAN during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

D. <u>COMPENSATION/FUNDING</u>

1. <u>Payment:</u> The CITY shall pay for two (2) Clinicians to serve as Co-Responders with Gainesville Police Officers, including time in training.

For the duration of the agreement, the CITY shall be billed an amount not to exceed \$14,052.17 on a monthly basis, within 30 days of receiving a monthly invoice from MERIDIAN.

The CITY shall pay up to \$4,050.00 per year for one-time costs for a laptop and cellular card, tactical vest, and smart phone as may be needed. Payment shall be made monthly upon receipt of a billing invoice from MERIDIAN.

The CITY shall pay a maximum of \$168,626.00 for requested services agreed upon from October 1, 2022, through September 30, 2023 towards the total costs of co-responder clinician services of deploying two full time clinicians for this time period. Meridian's total cost for Meridian's clinicians is 185,479.21 per fiscal year. Meridian is contributing 16,853,21 as in-kind contributions for each fiscal year.

- 2. <u>Billing:</u> MERIDIAN will submit a monthly invoice to the CITY for Outreach/Crisis intervention services provided by MERIDIAN staff to be reimbursed under this contract.
- 3. <u>Record Keeping:</u> MERIDIAN will keep individualized records where appropriate for continuity of care purposes. Records are the sole property of MERIDIAN. MERIDIAN will keep any sensitive/confidential records in MERIDIAN's possession confidential.
- 4. <u>Scheduling:</u> MERIDIAN staff will provide services within during the shifts assigned and agreed upon by both parties.
- 5. <u>Insurance:</u> MERIDIAN shall be responsible for providing adequate liability and malpractice insurance for the activities described in the Agreement and, to that end, at all times during the existence of this Agreement. MERIDIAN will maintain in force and effect insurance as set forth in Section H. <u>Insurance Requirements Under the Agreement: General Liability.</u> MERIDIAN will provide the CITY with proof of this insurance coverage through a Certificate of Coverage and MERIDIAN agrees to maintain in force and effect, at all times during the existence of this contract, liability/malpractice insurance coverage to cover the contracted services. MERIDIAN will provide the CITY with evidence of such coverage through a Certificate of Insurance.

E. <u>LEVEL II BACKGROUND SCREENING</u>

Prior to any MERIDIAN staff working under this Agreement with the CITY, said staff must satisfy the following provisions which implement the requirements of Board Policy, Florida Statute Sections 435.04.

Fingerprinting and Background Checks:

MERIDIAN will follow procedures for obtaining employees background screening as established by the CITY. To that end, MERIDIAN agrees to comply with all requirements of the CITY's Policy and the requirements of Florida Statutes Sections 435.04, and any applicable requirements under the new Health and Safety Standards under Chapter 65C-22 and 65C-20, F.A.C, and the 2016 amendments to Section 402.302, and follow-on revisions to 6M-4.620 F.A.C. and 65C-22.003 F.A.C. by certifying that MERIDIAN and MERIDIAN's Staff have completed the mandatory background screenings as required by the referenced policies and statutes. These certifications will be provided to the CITY's Director of Human Resources, or his/her designee, in advance of MERIDIAN providing any/all services under this Agreement. MERIDIAN will bear the cost of all fingerprinting and acquiring the background screening required hereunder and any/all fees imposed by the Florida Department of Law Enforcement and the CITY to conduct the searches and maintain the fingerprints provided with respect to MERIDIAN and MERIDIAN's staff. MERIDIAN will indemnify and hold harmless the CITY against liability in the form of physical or mental injury, death, or property damage resulting from the MERIDIAN's failure to comply with the requirements of these cited policies and statutes.

MERIDIAN will immediately notify the CITY's Human Resources Director, or designee, when MERIDIAN discovers that any employee who has contact with, or may have contact with, the citizens of the City of Gainesville, that commits an act that would disqualify them from working with citizens of the City of Gainesville or Alachua County.

F. THE PARTIES JOINTLY AGREE

- 1. <u>Periodic Meetings:</u> MERIDIAN staff and CITY personnel agree to meet periodically to evaluate the demand for services. The Parties also agree to meet, as needed, to develop or refine procedures related to service delivery.
- 2. <u>Evaluation:</u> Evaluation of the quality of services will be the joint responsibility of both Parties. MERIDIAN will assess quality of services through documentation auditing and peer review procedures, according to MERIDIAN standards. Additionally, MERIDIAN will seek input from CITY staff on a periodic basis.
- 3. <u>Non-discrimination Policy:</u> The CITY and MERIDIAN agree that citizens will be assisted without regard to race, color, creed, national origin, age, sex, or economic status. Likewise, MERIDIAN shall not use discriminatory practices in the hiring of staff used to provide services under this Agreement.
- 4. <u>Independence and Mutual Indemnification:</u> It is understood that employees of MERIDIAN are not agents or employees of the City of Gainesville, and employees of the City of Gainesville are not agents or employees of MERIDIAN. Neither party to this Agreement assumes any liability for any acts or omissions of the other party or of the agents or employees of the other party. MERIDIAN agrees to indemnify, defend, and hold the CITY, its officers and employees, harmless from any and all liability of the CITY resulting from MERIDIAN's

provision of services pursuant to this Agreement.

MERIDIAN agrees to indemnify and hold harmless the CITY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to extent caused by the negligence, recklessness, or intentional wrongful conduct of MERIDIAN and persons employed or utilized by MERIDIAN in the performance of the contract. The indemnification shall survive the termination of this agreement.

The CITY agrees to indemnify MERIDIAN for tort claims brought against MERIDIAN only to the extent that such claims are found to result from the negligent or wrongful acts or omissions of the CITY, its governing body, officers, or employees. If both parties are found negligent or otherwise at fault, then the obligations of indemnification under this provision shall continue but the CITY shall indemnify MERIDIAN only for the percentage of responsibility attributable to the CITY, its governing body, officers, or employees. This indemnification shall not be construed to be an indemnification for the negligent or wrongful acts or omissions of MERIDIAN, third parties, independent contractors, or third party agents of the CITY. This indemnification shall not be construed as a waiver of the CITY's sovereign immunity, and shall be interpreted as limited to only such tort liability for which the CITY could be liable under the common law interpreting the sovereign immunity provision found in Section 768.28, Florida Statutes. An action may not be instituted on a claim against the CITY unless the claimant complies with all procedures provided in Section 768.28, Florida Statutes, including the requirement that an action may not be instituted unless the claimant presents the claim in writing to the CITY's Risk Manager within three years after such claim accrues and the CITY's Risk Manager denies the claim in writing. For purposes of this paragraph, the requirements of notice to the CITY's Risk Manager and denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. Notwithstanding any other provisions of this paragraph, the indemnification provided by the CITY herein is limited to the lesser of the following two amounts: I) the actual damages incurred as a result of the negligent or wrongful acts or omissions of the CITY, its governing body, officers, or employees; or 2) the statutory limits provided in Section 768.28, Florida Statutes, which are as follows: a) a sum of \$200,000 for a claim or a judgment by any one person or entity; other claims, orb) a sum of \$300,000 for any claim or judgment, or portions thereof, when totaled with all judgments paid by the CITY arising out of the same incident or occurrence. This indemnification specifically excludes any attorney's fees or costs or punitive damages associated therewith.

Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by the CITY of its sovereign immunity or the provisions of §768.28, Florida Statutes.

5. <u>Effective Date:</u> This Agreement will be effective upon its execution by both parties and encompasses the period October 1, 2022 through September 30, 2024. Prior to its expiration, either party may terminate this Agreement with or without cause, upon thirty

- (60) days' written notice to the other party. This Agreement may be extended by written mutual agreement of the parties for twelve (12) months, with a maximum of three (3) such extensions.
- 6. <u>Default and Remedy:</u> In the event of the failure of either party to comply with any provision of this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision that gives rise to the default. The defaulting party shall be entitled to a period of fifteen (15) days to cure the default. After such fifteen (15) day period, and the notwithstanding the provisions of paragraph five (5) above, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

G. ADDITIONAL DEPARTMENT COMPLIANCE REQUIREMENTS

- 1. <u>Miscellaneous:</u> This Agreement is to be governed by the laws of the State of Florida. Venue for disputes hereunder shall be in the City of Gainesville and Circuit Courts sitting in Alachua County, Florida. This contract is non-assignable by MERIDIAN.
- 2. <u>General:</u> MERIDIAN agrees to protect, defend, and save harmless the CITY against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form of any part of the materials or services covered by the order; and the MERIDIAN agrees further to indemnify and save harmless the CITY, its officers, agents and employees from suits or action of every nature and description brought against it for, or on account of any injuries, death, or damages received or sustained by any party or parties by, or from any of the acts of the MERIDIAN, its employees or agents.
- 3. <u>Warranty-Materials and Services:</u> MERIDIAN expressly warrants that any materials and all work covered by this Agreement will conform to any specification, drawings, samples or other description, furnished or specified by the CITY, and if materials are provided they will be merchantable, of new material, of good workmanship, and free from defects, and fit and sufficient for the purposes intended.
- 4. <u>Services</u>: MERIDIAN will cause their staff to perform the services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials. If all or any part of the services is found by the CITY to be unprofessional, inadequate, or otherwise defective (regardless of whether or not payment for such services has been made) for reasons attributable to MERIDIAN, MERIDIAN shall re-perform at its own expense that aspect of the services found to be defective.
- 5. <u>Cancellation/Termination:</u> The CITY may cancel all or any services called for under this Agreement if MERIDIAN does not perform as specified, or if MERIDIAN defaults on any of the terms hereof. In the case of default, the CITY may procure the

articles or services covered by this order from other sources and hold the Contractor responsible for any excess occasioned thereby.

In any event, either party shall have the right to terminate this Agreement, or any services hereunder, for its convenience, including but not limited to circumstances of the CITY's loss or lack or non-appropriation of funds, upon thirty (60) days advance written notice to the other party. The CITY shall compensate MERIDIAN for services rendered through the date of termination. Neither party shall be obligated hereunder nor likewise liable to pay the other for any other costs, losses, damages, or expenses arising out of or related to the termination of this Agreement or any services performed hereunder.

- 6. <u>Waiver:</u> The waiver by the CITY of any of the terms and conditions of this Agreement shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this /Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.
- 7. <u>Debarment or Suspension:</u> MERIDIAN certifies that neither MERIDIAN nor any of its principals or staff are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's *List of Parties Excluded from Federal Procurement and Non-Procurement Programs* as amended). MERIDIAN or grantee further certifies that potential sub-recipients, subcontractors, or any of their principals are not debarred, suspended or proposed for debarment. Federal Acquisition Regulations clause 52.209-6, protecting the Government's Interest when Sub-Contracting with Contractors, Debarred, Suspended or Proposed for Debarment, as amended, is incorporated herein by reference and is applicable to Agreements greater than \$30,000.
- 8. Public Entity Crimes Affidavit: A person or affiliate who has been placed on the convicted Bidder's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$30,000) for a period of 36 months from the date of being placed on the convicted Bidder list.
- 9. <u>Records Requirement:</u> For Agreements funded by federal funds, subject to Florida Statutes, Section 90.503, 394.4615 and 456.057 MERIDIAN agrees to grant access by the CITY, the Federal granter agency, the Comptroller General of the United States, the Florida Auditor General or any of their duly authorized representatives to any books, documents, papers, and records of MERIDIAN which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

H. INSURANCE REQUIREMENTS UNDER THE AGREEMENT: GENERAL LIABILITY

- 1. Meridian shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
- 2. The policy must name The City of Gainesville, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
- 3. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The City of Gainesville, Florida using ISO endorsement CG 20 01 or its equivalent.

I. AUTOMOBILE LIABILITY

- 1. Meridian shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
- 2. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

J. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

- 1. Meridian agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
- 2. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
- 3. Coverage will apply to all those persons rendering services to Meridian for the City of Gainesville, Florida.
- 4. The policy will provide a Waiver of Subrogation endorsement in favor of the City of Gainesville, Florida, its Officers, Employees, Volunteers and Agents.

K. NOTICE OF CANCELLATION

- 1. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given under the Agreement to the City of Gainesville except when cancellation is for non-payment of premium; then ten (10) days' prior written notice may be given to the City of Gainesville.
- 2. Such notice shall be sent directly to the City of Gainesville at the addresses in the Agreement.
- L. If any insurance company refuses to provide the required notice, Meridian or its

insurance broker shall notify the City of Gainesville of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt by Meridian or its insurance broker of insurer's notification to that effect.

M. PROFESSIONAL LIABILITY

- 1. Meridian shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the Agreement.
- 2. Meridian must provide proof of coverage for up to three (3) years after the completion of the project.
- 3. Meridian agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Meridian of its liability and obligations under the Agreement.

N. PUBLIC RECORDS AND RETENTION

Florida has a broad public records law and certain records of a MERIDIAN may be considered public records. Accordingly, by entering into an agreement with the CITY, MERIDIAN must: Keep and maintain public records required by the CITY to perform the service. Upon request from the CITY's custodian of public records, provide the CITY 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, F.S., or as otherwise provided by law. 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 the contract term and following completion of the contract if the MERIDIAN does not transfer the records to the CITY. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the MERIDIAN or keep and maintain public records required by the CITY to perform the service. If the MERIDIAN transfers all public records to the CITY upon completion of the contract, the MERIDIAN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the MERIDIAN keeps and maintains public records upon completion of the contract, the MERIDIAN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF MERIDIAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO MERIDIAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, REGIONAL WILSON AT 352-393-7549, wilsonr@cityofgainesville.org 545 NW 8TH AVENUE, GAINESVILLE, FL 32601.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT MERIDIAN'S CHIEF FINANCIAL

OFFICER, AT (352)374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608. FOR MERIDIAN CLINICAL RECORDS, CONTACT MERIDIAN'S CHIEF INFORMATION OFFICER, MELISA URRUTIA AT, (352) 374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly authorized individuals below.

MERIDIAN BEHAVIORAL HEALTHCARE, INC.		CITY OF GAINESVILLE	
Donald Savoie, CEO	Date	Cynthia W. Curry City Manager	Date
		Lonnie Scott Chief of Police	Date
		Approved as to Form & Legality	
		Lee C. Libby Senior Assistant City Attorney	Date