Cooperative Agreement
Between
Meridian Behavioral Healthcare, Inc.
and
The School Board of Suwannee County, Florida

THIS AGREEMENT ("Agreement") is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Not for Profit Corporation, 1565 SW Williston Road, Gainesville, FL 32608 ("Meridian") and the School Board of Suwannee County, 1740 Ohio Avenue, South, Live Oak, FL 32064 ("School Board").

WHEREAS, the School Board desires to purchase certain therapeutic and preventive mental health and substance abuse services to its students who are in need of such services; and

WHEREAS, Meridian Behavioral Healthcare, Inc. has professionally trained psychiatrists, Advanced Practice Registered Nurses, clinical social workers, licensed therapists, mental health counselors, case managers, and prevention specialists available to provide such services; and

WHEREAS, Meridian Behavioral Healthcare has a full continuum of behavioral health services, including crisis care, residential treatment, and inpatient services, to augment outpatient care available to students in need of services;

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. Duration: This Agreement shall commence on July 1st, 2023 and shall continue until June 30, 2024.

2. Renewability: This Agreement shall not be automatically renewable.

3. Modification: This Agreement may be modified only by separate written agreement appended hereto and signed by both parties.

4. Contract Managers: Contract Manager for Meridian Behavioral Healthcare, Inc. will be Don Savoie, President and CEO or his designee. Contract Manager for the School Board will be Ted Roush, Superintendent or his/her designee.

5. Notices, Authorizations, Billings and Reports: 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:

The School Board of Suwannee County, Florida
1740 Ohio Avenue, South
Live Oak, FL 32064
Attention: Ted Roush, Superintendent
Also with email copy to: superintendent@suwannee.k12.fl.us

Meridian Behavioral Healthcare, Inc.
1565 SW Williston Road, Gainesville, FL 32608
Attention: Don Savoie President/CEO
don_savoie@mbhci.org

B. Responsibilities of the School Board

1. Payment: School Board shall pay for services rendered to any student who is referred for services pursuant to this agreement, according to the rate plan included in Attachment A. These rates will apply only when the child is not eligible for Medicaid, state funding, or commercial insurance, OR when the service provided is not reimbursable under the rules and limitations of these fund sources including benefits exhausted.

   The School Board shall be billed on a monthly basis by the 15th of the month following the provision of services. Payment shall be made monthly upon receipt of a billing invoice from Meridian. No services may be billed to the school board under this agreement unless authorized by Ted Roush.

2. Determining Eligibility for Services: The School Board is responsible for determining eligibility for service referral. A student may be referred for services under this Agreement if he/she meets the following conditions:
   a. Is under 25 years of age and is enrolled in Suwannee County Schools; and
   b. Is identified as eligible for Exceptional Student Education services and/or has significant behavioral or emotional difficulties; or
   c. Is in need of mental health or substance abuse services for one or more of the following reasons:
      1) Reported family or peer problem that causes significant distress or interference with functioning with peers, at home, or school.
      2) Traumatic experience (e.g., abuse, loss of loved one, medical problems, or other crisis) that results in significant distress or interference with functioning with peers, at home, or school.
      3) Excessive absenteeism associated with emotional problems.
      4) Academic performance below expected level associated with emotional problems.
      5) Multiple behavioral difficulties at school associated with emotional problems.
      6) Medications require close monitoring and collaboration.
      7) Recent change of program placement indicates the need for transitional support.
      8) Underage drinking or other substance use

9) In-school suspension
10) Child indicates he/she perceives that he/she is in an emotional crisis and requests professional services

3. Referral Process: The School board will refer eligible students through the principal or his/her designee in accordance with the criteria listed above.

The School Board agrees to designate personnel from each school such as the guidance counselor to be active with Meridian assigned school therapist and Meridian Program Manager for processing referrals and to facilitate having school referred/Meridian-involved students prepared i.e. in office area or other designated location, at agreed upon consecutive time slots, for school based clinical sessions.

The School Board understands for school referred/Meridian-involved students to be served routinely by Meridian at the schools, the clinician will need to have enough referred students to justify the time and travel involved in getting to those schools unless the school purchases additional time for the clinician to be present for crisis intervention or consultations. When neither is the case, the school referred students may be seen at local Meridian offices instead of the respective school.

Meridian will respond to all requests for referral for mental health screenings within 3 school days. If the referral is accepted, the assessment of students at risk for mental health disorders will occur within 5 days of referral. Parent or guardian consent must be obtained prior to referral for a mental health screening. If Meridian is selected to provide ongoing care by guardian; school-based mental health services will be initiated within 15 days after identification and assessment, and community based mental health services, if identified, will be initiated within 30 days after the school or district makes a referral. Suwannee County School Board agrees to refer all students being served, beyond those being served by Suwannee County school counseling personnel, in need of mental health and substance services, to Meridian Behavioral Healthcare.

4. Liability and Protection of Health Information: The School Board agrees to render full cooperation with Meridian in recommending and referring students for counseling and/or consultation, and to facilitate Meridian's obtaining consent for treatment and releases of information.

Additionally, the School Board agrees to protect 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 School Board, pursuant to a properly executed release of information.

5. Office Space and Resources: The School Board agrees to furnish Meridian staff with appropriate workspace at those sites where services are provided. The space does not need to be continuously available, but does need to be suitable for therapy sessions and available when the therapist is on site.

   As part of this Agreement; it is required that Meridian staff providing services on premises have access to the internet for the purposes of connecting to Meridian's EMR (Electronic Medical Records) to document care and treatment of clients provided at Suwannee County location(s) and to deliver services via synchronous telehealth as necessary for crisis situations. Access required will be via secure VPN (Virtual Private Network) and can be delivered either by Ethernet (wired connection) or secure wireless. Any use by Meridian staff of the School Board's internet access will be subject to the School Board's policies and procedures.

6. The School Board agrees to install an approved HIPAA-compliant application on computer(s) with camera and microphone and located in a secure space that affords privacy. This is a free application that enables school personnel to access a therapist or other clinical staff by telehealth to provide services to youths when a therapist is not available onsite. School to accommodate telehealth equipment including telehealth stations and iPad(s) to enable delivery of services including individual therapy, crisis intervention, consultation to educational staff, and evaluation for Baker or Marchman Acts. Meridian Information Systems staff will provide technical support specific to installation and use of this application and related equipment to access Meridian services.

C. Responsibilities of Meridian

1. Staffing: Meridian will provide appropriately qualified staff in sufficient numbers to meet the service demands of this Agreement. Staff will have sufficient education, training and experience to conduct the procedures described in the "Service and Rate Schedule" in Attachment A, which is incorporated herein by reference.

2. Billing: Meridian will submit a monthly invoice to the School Board for therapeutic services provided by Meridian staff to be reimbursed under this contract. Invoices shall include details of the duration, types, and locations of services provided, and where applicable, the name of the student served.

3. Record Keeping: Meridian will keep individualized medical treatment records for all individuals served under this Agreement. Storage and release of treatment records shall comply with applicable State and Federal law. Records are the sole property of Meridian. Meridian will keep all student Educational Records in Meridian's possession confidential and exempt in keeping with the provisions of Section 1002.22, Florida Statutes, Section 90.503, 394.4615 and 456.057 and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and the federal regulations issued pursuant thereto.

4. Communication with School Personnel: Meridian staff, subcontractors, and agents will obtain parent/guardian consent to communicate freely with school personnel about the

referred child's progress in treatment. This communication shall be subject to the limits and provisions outlined in the consent. Meridian staff will provide quarterly progress reports on each student served under this Agreement. Meridian staff will also maintain a weekly schedule log of services provided. Meridian staff will collaborate with school personnel to plan and implement IEPs and behavior plans for students served under this Agreement.

5. Scheduling: Meridian staff will provide services within the constraints of the school day and make every effort to minimize disruption to the learning environment.

6. Additional consultation: Meridian will provide the following consultation services, upon request, within available resources:
   a. Florida licensed clinical social worker, marriage and family therapist, or mental health counselor as a member of Threat Assessment Teams.
   b. Primary therapist or other clinical staff as part of team meetings with student, parent(s), teachers and other school personnel to develop plans for transition, safety, and follow up services for students returning to school following a Baker or Marchman Act evaluation and/or admission to an inpatient crisis stabilization unit.
   c. Examination and consultation, in person or via telehealth, to assess need to initiate a Baker or Marchman Act evaluation; licensed staff may also initiate the Baker or Marchman Act, when criteria are met.
   d. Brief consultation and referral to school staff regarding students not qualifying for or receiving services under this agreement.
   e. Mental Health First Aid training for educational staff.
   f. Trauma Informed practices training for educational staff.

7. Insurance: 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 Attachment B to the "Cooperative Agreement Between Meridian Behavioral Healthcare, Inc. and The School Board of Suwannee County, Florida" for 2023-2024, which is attached and incorporated into this Agreement by reference and Meridian will provide the School Board 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. The Contractor will provide the School Board with evidence of such coverage through a Certificate of Insurance.

8. Level II Background Screening: Prior to any Meridian staff, working with students of the School Board, Meridian's staff must satisfy the following provisions which implement the requirements of Board Policy, Florida Statute Sections 435.04, 1012.315,1012.32,1012.465 (Jessica Lunsford Act),1012.467 and 1012.468 are included as terms and conditions of this contract:

   Fingerprinting and Background Checks:

Meridian will follow procedures for obtaining employees background screening as established by the School Board. To that end Meridian agrees to comply with all requirements of the School Board's Policy and the requirements of Florida Statutes Sections 435.04, 1012.315, 1012.32,1012.465 (Jessica Lunsford Act) 1012.467 and 1012.468 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 School Board's superintendent 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 School Board to conduct the searches and maintain the fingerprints provided with respect to Meridian and Meridian's staff. Meridian will indemnify and hold harmless the School Board 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 School Board Personnel Department or designee when Meridian discovers that any employee who has contact with, or may have contact with the School Board's students either commits an act that would disqualify them from student contact, or has an item surface during the five (5) year re-screening that disqualifies them from working with students.

Jessica Lunsford Act – Contractor Certification: Meridian personnel include permanent employees, subcontractors, and agents. By accepting this Agreement, Meridian swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with the requirements of the Jessica Lunsford Act, School Board fingerprinting procedures, and the laws of the State of Florida. Failure to comply with the above shall constitute a material breach of this Agreement, and the School Board may avail itself of all remedies pursuant to law. Meridian agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal and mental injury, death, property damages, and attorney fees, arising out of or relating to Meridian's failure to comply with the above. The School Board is required to conduct background screening of anyone coming in contact with the School Board's students. Background screening includes submission of fingerprints (to include employees, agents, and subcontractors) to the FDLE and FBI. The standard to be applied for the screening depends on the nature of the work to be performed. There are exemptions to the fingerprinting and background screening requirements of the Act. However, even if a contractor is exempt from fingerprinting and background screening, it will be subject to a search of its name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice.

D. The Parties Jointly Agree

1. Periodic Meetings: Meridian staff and School Board personnel agree to meet periodically to evaluate the demand for services, caseload and billable units to determine appropriate staffing patterns for this Agreement. The Parties also agree to meet, as needed, to develop or refine procedures related to referral and onsite screening processes.

2. Evaluation: 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 School Board staff on a periodic basis, including the completion of annual satisfaction surveys. School Board staff will be responsible for assessing student's academic progress. School Board staff will notify Meridian immediately of any concerns regarding professional conduct or services provided by Meridian.

3. Non-discrimination Policy: The School Board and Meridian agree that students will be counseled 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. Independence and Mutual Indemnification: It is understood that employees of Meridian are not agents or employees of the School Board, and employees of the School Board 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 School Board, its officers and employees, harmless from any and all liability of the School Board resulting from Meridian's provision of services pursuant to this Agreement.

5. Effective Date: This Agreement will be effective following July 1, 2023 and upon its execution by both parties and will expire on June 30, 2024. Prior to its expiration, either party may terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party.

6. Default and Remedy: 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.

E. Additional Department of Education Compliance Requirements

1. Miscellaneous: This Agreement is to be governed by the laws of the State of Florida. Venue for disputes hereunder shall be in the County and Circuit Courts sitting in Alachua County, Florida. This contract is non-assignable by Meridian.

2. General: Meridian agrees to protect, defend, and save harmless the School Board 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 School Board, 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. Warranty-Materials and Services: 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 School Board, 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. Services: 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 School Board 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. Cancellation/Termination: The School Board 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 School Board 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 School Board's loss or lack or non-appropriation of funds, upon thirty (30) days advance written notice to the other party. The School Board 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. Waiver: The waiver by the School Board 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. Debarment or Suspension: 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. Records Requirement: 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 School Board, the Federal grantor 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.

    a. Meridian agrees to and shall ensure that all required records are retained. This Agreement is also subject to Attachment C, which is attached hereto and incorporated herein by reference, for compliance with Chapter 119, Florida Statutes.

10. Hold Harmless and Insurance: The Contractor acknowledges that in rendering the services provided herein, the Contractor (including its agent or employees providing the services under this agreement) will be acting as an Independent Contractor, and not as an employee of the SBSC. The Contractor agrees to hold the SBSC harmless from any liability arising out of services rendered under this Purchase Service Agreement; and the Contractor 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. The Contractor will provide the SBSC with evidence of such coverage through a Certificate of Insurance naming the School Board of Suwannee County, Florida, as an additional insured under the policy and showing the School Board of Suwannee County, Florida, as the certificate holder with an address of 1740 Ohio Avenue, South, Live Oak, FL 32064.

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

"Meridian"

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____ 6/30/2023
Don Savoie Date
President/CEO

"School Board"

THE SCHOOL BOARD OF SUWANNEE COUNTY

By: _____ JUN 2 9 2023
Ted Roush Date
Superintendent

_____
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ATTACHMENT A
SERVICE AND RATE SCHEDULE

Service Type:	**Screening**
Description:	Brief clinical evaluation using evidence-based and developmentally appropriate screening instruments for early identification of individuals at risk for mental health issues, substance abuse, or harm to self or others. Includes recommendations based on screening results, and linkage to more in-depth assessment if indicated.
Rate of Reimbursement:	$125.00 per screening
Service Type:	**Individual Outpatient Services**
Description:	Includes assessment, individual therapy, clinical on-site services, family therapy, treatment planning, crisis intervention, evaluation, brief (non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, individual psycho-educational interventions, provided in person or synchronous telehealth.
Rate of reimbursement:	$105.50 per hourly unit; rounded up to the nearest 10-minute increment; Example: 45 minutes is rounded up to 50 minutes= 0.83 units=$79.16
Service Type:	**Group Outpatient Services**
Description:	Includes group therapy and group psychoeducational services.
Rate of reimbursement:	$26.93 per hourly unit; rounded up to the nearest 10-minute increment.
Service Type:	**Behavioral On-site Therapeutic Support Services**
Description:	Includes One-to-one supervision, intervention and skills training based on client(s) treatment plan.
Rate of reimbursement:	$45 per quarter hourly unit; rounded up to the nearest 15-minute increment. (H2023HM)
Service Type:	**Psychiatric Evaluation**
Description:	Comprehensive psychiatric evaluation, provided in person or via synchronous telehealth
Rate of Reimbursement:	$475.00 per service event if performed by a psychiatrist; $225 if performed by an APRN; typically, a one-hour visit.
Service Type:	**Psychiatric Medication Follow-up**
Description:	Medication monitoring and follow-up, provided in person or via synchronous telehealth.
Rate of reimbursement:	$158 per service event; typically, a brief visit

Service Type:	**Outreach**
Description:	Outreach services are intended to engage students in services, assist staff to make appropriate referrals for treatment and other services for students, and consult with and support school staff in working with students who have behavioral health issues.
Rate of reimbursement:	$70.00 per hour, rounded up to the nearest 10-minute increment.
Service Type:	**Behavior Assessment**
Description	Assessment by a licensed and trained clinician to provide a clear operational description of the maladaptive behavior(s) including identification of the events, times, and situations that appear to be associated to the occurrence of the maladaptive behavior(s); identification of functional consequences of maladaptive behavior(s); development of summary statements that describe the maladaptive behavior(s) and its (their) functions; and a summary and recommendations. **This service requires physician authorization.**
Rate of Reimbursement:	$450.00 per assessment.
Service Type:	**Behavior Analysis**
Description	Implementation of a plan based on a behavior assessment; the plan includes observable and measurable descriptions of maladaptive behaviors; identified functions of the behaviors; goals and strategies to change the behaviors; written descriptions of when, where, and how strategies will be implemented; how progress will be evaluated; safety plan, if applicable; discharge criteria; transition plan, if applicable. **This service requires physician authorization.**
Rate of Reimbursement:	$69.00 per hour for technician level; $90.00 per hour for assistant behavior analyst; $160 per hour for lead analyst. Rounded up to the nearest 10-minute increment.

Service Type:	**Prevention** Meridian offers different evidence-based programs in the classroom or group setting. With one or more of these programs combined with supplemental material/classes/presentations specific to meeting the needs of your school, *Meridian is able to meet all of the standards included in State DOE rules for Mental and Emotional Health Education (6A-1.094121), Substance Use and Abuse Health Education (6A-1.094122), and Child Trafficking Prevention Education (6A-1.094123). Programs include*
Rate of Reimbursement:	$55.50 per hour
	Life Skills Training has versions for third through fifth graders (8 class sessions); middle school (15 class sessions) and ninth and tenth grades (10 class sessions). The curriculum focuses on developing skills to manage emotions, improve interpersonal relationships and social skills, and prevention of substance abuse. *Curriculum includes 7 of the 10 required topics in the State DOE rule for 5 hours of Mental and Emotional Health Education (6A-1.094121) in grades 6-12 (supplemental material to meet all 10 is available outside of this curriculum) as well as all elements of Substance Use and Abuse Health Education (6A-1.094122) . Sessions are 30-45 minutes. Curriculum offers a virtual and/or hybrid delivery option Sessions are 30-45 minutes.*
Rate of Reimbursement:	$600 for elementary curriculum $1025 for middle school $850 for high school

Service Type:	**Consultation Services**
Description	Licensed clinician to participate in interdisciplinary team staffing with school personnel. This includes but is not limited to: • Threat Assessment Teams • Transition planning for youths re-entering school following a Baker or Marchman Act or inpatient psychiatric episode of care. • Trauma-informed services training
Rate of Reimbursement:	$100 per hour
Service Type:	**Mental Health First Aid Training**
Description:	Eight-hour training in evidence-based approach to identify and intervene with youths experiencing a crisis due to mental or substance use disorders.
Rate of Reimbursement:	$775 per class, maximum 25 persons per class. Includes textbooks for each participant.
Service Type:	**Mobile Response Team (MRT)**
Description:	The mobile response team (MR) will be available to provide services to individuals experiencing a critical mental health crisis. Services will be performed on-site or through telehealth by trained professional staff within 60 minutes after receiving the crisis call. We will have telehealth equipment available to expedite services. The MRT will provide follow up, referral services and care coordinators to ensure warm handoffs to behavioral health treatment and other community services based on the student and family needs. Services are available 24/7 and can be accessed using our crisis line.
Rate of Reimbursement:	No charge for this service.

ATTACHMENT B

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. As work performed under the contract will require contact with students Meridian's insurance coverage must include sexual abuse and molestation.
3. The policy must name The School Board of Suwannee County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
4. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Suwannee County, Florida using ISO endorsement CG 20 01 or its equivalent.

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.

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 School Board of Suwannee County, Florida.
4. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Suwannee County, Florida, its Officers, Employees, Volunteers and Agents.

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 School Board except when cancellation is for non-payment of premium; then ten (10) days' prior written notice may be given to the School Board.
2. Such notice shall be sent directly to the School Board at the addresses in the Agreement.

3. If any insurance company refuses to provide the required notice, Meridian or its insurance broker shall notify the School Board 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.

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.

ATTACHMENT C

MAINTENANCE AND PUBLIC ACCESS TO RECORDS

Under the Agreement and in compliance with F.S. 119.0701(2016) Meridian shall:

A. Keep and maintain public records that would ordinarily and necessarily be required by the School Board in order to perform the services provided by Meridian under the Agreement subject to the records governed by Florida Statutes, Section 90.503, 394.4615 and 456.057 documents created by Meridian related to this contract shall be considered a public record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.

B. Upon request from the School Board's custodian of public records, provide the School Board 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.

C. 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 Agreement term and following completion of the Agreement if Meridian does not transfer all the records to the School Board.

D. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of Meridian or keep and maintain public records required by the School Board to perform the service. If Meridian transfers all public records to the School Board upon completion of the Agreement, Meridian shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Meridian keeps and maintains public records upon completion of the Agreement, Meridian shall meet all applicable legal requirements for retaining the type of Public Records kept and maintained by Meridian. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

E. If Meridian does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Meridian to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against Meridian to compel production of public records where Meridian has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from Meridian as authorized by 119.0701, Fla. Stat.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT SUWANNEE CUSTODIAN OF PUBLIC RECORDS, 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064. FOR QUESTIONS REGARDING MERIDIAN FINANCIAL RECORDS, CONTACT MERIDIAN'S CHIEF FINANCIAL OFFICER, TERESA JENKINSON AT (352)374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608. FOR MERIDIAN CLINICAL RECORDS, CONTACT MERIDIAN'S CHIEF INFORMATION OFFICER, MICHELLE LISK AT, (352) 374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608.

BUSINESS ASSOCIATE AGREEMENT

THIS **BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is entered into, and effective as of July 1, 2023 (the "Effective Date") by and between Meridian Behavioral Healthcare, Inc. ("Meridian" or "Covered Entity") and Suwannee County School Board ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

INTRODUCTION

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at, 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); (vii) the Enforcement Rule codified at 42 C.F.R. Part 2, Confidentiality of Substance Use Disorder Patient Records; and (viii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the "HIPAA Rules." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. **Services**. Meridian and Business Associate have entered into an agreement under which Business Associate will perform certain services for Meridian ("the Services Agreement") Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the "Services") for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.

2. **Permitted Uses and Disclosures**. Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum

necessary requirements, and no more than the minimum PHI necessary to perform under the Services Agreement. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may use PHI for the proper management and administration of Business Associate's business and to carry out its responsibilities in accordance with 45 C.F.R. § 164.504(e)(4) and/or 42 C,.F.R. Part 2. Business Associate may not de-identify PHI received from, or created on behalf of Covered Entity without the express written authorization of Covered Entity. Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Meridian or will cause Meridian harm.

3. **Safeguards for the Protection of PHI.** A Covered Entity, in accordance with §164.306, may permit a Business Associate to create, receive, maintain, or transmit electronic protected health information on the Covered Entity's behalf only if the Covered Entity obtains satisfactory assurances, in accordance with §164.314(a) that the Business Associate will appropriately safeguard the information. Business Associate shall conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of Electronic PHI held by Covered Entity.

4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent possible, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence would have been known,

to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

6. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the same terms set forth herein. Business Associate shall terminate its business associate agreement with any subcontractor, agent or other representative if such subcontractor, agent or representative fails to abide by any material term of such agreement. Such business associate agreement shall identify Covered Entity as a third-party beneficiary with rights of enforcement in the event of any HIPAA violations. Any Agreement with any subcontractor, agent or other representative shall specifically include all of the terms of Paragraph 2 of this Agreement.

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

7.1. Right of Access. Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the request of Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

7.2. Right of Amendment. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

7.3. Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such information collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

7.4. No Waiver of Privilege. Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if such access would violate Meridian's or Business Associate's ethical responsibilities or any privileges which Business Associate or Meridian may have under Florida or Federal law. To the maximum extent permitted by law, Meridian hereby reserves and retains any and all privileges which Meridian may have under Florida or Federal law related to the confidentiality of all patient records of Meridian or any attorney-client privilege or any attorney-work product privilege which Meridian may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Meridian retains the right to waive its attorney-client privilege with regard to its own records and to expressly instruct Business Associate to provide access to those records as a result of that waiver. In the event Meridian determines to waive any privilege which it may have, Meridian shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

8. **Ownership of PHI.** Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Except as specified in this Agreement, Business Associate shall have no right to compile, distribute, make any statistical analysis, or develop any report utilizing any PHI provided to Business Associate under this Agreement nor may Business Associate release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of Meridian.

9. **Prohibition on Sale of PHI.** Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of Meridian.

10. **Inspection of Books and Records.** If Business Associate receives a request, made by or on behalf of HHS requiring Business Associate to make available its internal practices, books, and records relating to the use and disclosure of PHI to HHS for the purpose of determining compliance of Covered Entity with the Privacy Standards or the Security Standards, then Business Associate shall promptly notify Covered Entity of such request. Except as otherwise set forth below, Business Associate shall make its books and records relating to the use and disclosure of

PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-client privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. If the Services Agreement is for legal services, then this section shall not be construed to require Business Associate to disclose or produce communications subject to the attorney-client, work-product, or other privileges or rights with respect to materials that analyze, evaluate or discuss the legal implication of PHI. Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity), and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-client privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

11. **Term and Termination.**

11.1. Term. This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 11.2.

11.2. Termination for Breach by Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement, all relevant Services Agreement(s) and any related agreements if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. Termination by Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in

its possession, and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of this Agreement. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. **Notices**. Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by facsimile, provided the person that sent the notice can verify delivery. All notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance with the provisions of this Section 12:

If to Meridian Behavioral Healthcare, Inc.:
1565 SW Williston Road
Gainesville, FL 32608
Attn: Don Savoie
President/CEO

If to Suwannee County School Board:
1740 Ohio Avenue, South
Live Oak, FL 32064
Attn: Ted Roush
Superintendent

13. **Miscellaneous**.

13.1. Survival. The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise

effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

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

13.3. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13.4. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the Services Agreement upon written notice to the other Party.

13.5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act.

13.6. Governing Law; Venue. This Agreement shall be governed by and construed in all respects by the laws of the State of Florida. The state court forum for any action commenced under this Agreement shall be in the Circuit Court in and for the Eighth Judicial Circuit of Florida. In the event Federal Court jurisdiction is mandated by some state or federal law, then venue and jurisdiction shall be The United States District Court in the Northern District of Florida, Gainesville Division.

13.7. No Third Party Beneficiaries. Except as provided in Section 6, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

13.8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

13.9. Assignment. Neither Party may assign this Agreement without the prior written consent of the other.

13.10. Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

13.11. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____

Don Savoie

Its: President/CEO

SUWANNEE COUNTY SCHOOL BOARD:

By: _____

Ted Roush

Its: Superintendent

_____

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Attachment A

1. **E-Verify**. Effective July 1, 2020

   A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

   B. Subcontractors

      (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

      (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

      (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

   C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

   D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).