

City of Gainesville Cooperative Agreement 2020-2021

**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, FL 32608 (“Meridian”) and the City of Gainesville, 200 East University Avenue, Gainesville, FL 32601.

**WHEREAS**, The City of Gainesville 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 Behavioral Healthcare, Inc. has professionally trained healthcare professionals to provide such services; and

**WHEREAS**, Meridian Behavioral Healthcare 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;

**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 the date the contract is executed, and shall continue until September 30, 2022.
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 Donald P. Savoie, President and CEO or his designee. Contract Manager for The City of Gainesville will be Lee Feldman, City Manager.
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 City of Gainesville, Florida  
Office OMB

105 SE1st Avenue, Suite 6  
Gainesville, FL 32601

Meridian Behavioral Healthcare, Inc.  
1565 SW Williston Street, Gainesville, FL  
32608

Attention: Donald P. Savoie, President/CEO  
[don\\_savoie@mbhci.org](mailto: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 two CIT certified police officer full time to the grant program for the period beginning on the date the contract is executed through September 30, 2022. The officers shall be housed at the City of Gainesville Police Department and also have an office at Meridian Behavioral Health Care located at 4300 SW 13<sup>th</sup> St. Gainesville, Florida 32608, but will be employees of the CITY and be supervised by the City of Gainesville Police Department Specialty Teams Commander.
- B. Reporting for shifts designated by the Team Commander 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.

2. Liability and Protection of Health Information: The City of Gainesville 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 of Gainesville 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 of Gainesville, pursuant to, and only with a properly executed release of information.

3. **Office Space and Resources:** The City of Gainesville 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 of Gainesville's internet access will be subject to The City of Gainesville's policies and procedures.
4. The City of Gainesville agrees to facilitate approved HIPAA connection for compliant Meridian healthcare professional computer(s).

**C. Responsibilities of Meridian**

1. **Staffing:** Meridian will provide two appropriately qualified healthcare providers in 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 13<sup>th</sup> 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 City of 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 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.
  - 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.

**D. COMPENSATION/FUNDING**

1. **Payment:** The City of Gainesville shall pay for two (2) Clinicians to serve as Co-responders with Gainesville Police officer, including time in training.

The City of Gainesville shall be billed \$13,377.17 plus shift differential (when applicable), on a monthly basis by the 15<sup>th</sup> of the month following the provision of services. Payment shall be made monthly upon receipt of a billing invoice from Meridian. Weekend, 2<sup>nd</sup> or third shifts will incur shift differential costs included in Attachment A.

Onetime costs included in Attachment A, to be billed at start of contract.

2. Billing: Meridian will submit a monthly invoice to The City of Gainesville for Outreach/Crisis intervention services provided by Meridian staff to be reimbursed under this contract.
3. Record Keeping: 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. Scheduling: Meridian staff will provide services within during the shifts assigned and agreed upon by both parties.
5. 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 City of Gainesville, Florida" for 2021-2022, which is attached and incorporated into this Agreement by reference and Meridian will provide The City of Gainesville 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 of Gainesville with evidence of such coverage through a Certificate of Insurance.

Level II Background Screening: Prior to any Meridian staff, working under this agreement with The City of Gainesville, Meridian's 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 of Gainesville. To that end Meridian agrees to comply with all requirements of The City of Gainesville'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 of Gainesville'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 City of Gainesville 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 of Gainesville 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 of Gainesville Personnel Department or designee when Meridian discovers that any employee who has contact with, or may have contact with The City of Gainesville's citizens that commits an act that would disqualify them from working with citizens of Gainesville or Alachua City.

**E. The Parties Jointly Agree**

1. Periodic Meetings: Meridian staff and The City of Gainesville 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. 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 The City of Gainesville staff on a periodic basis.
3. Non-discrimination Policy: The City of Gainesville 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. Independence and Mutual Indemnification: 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 of Gainesville, its officers and employees, harmless from any and all liability of The City of Gainesville 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: 1) 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, or b) 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. Effective Date: This Agreement will be effective upon its execution by both parties and will expire on September 30, 2022. Prior to its expiration, either party may terminate this Agreement with or without cause, upon thirty (60) 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.

#### **F. Additional Department 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 City and Circuit Courts sitting in Alachua City, Florida. This contract is non-assignable by Meridian.
2. General: Meridian agrees to protect, defend, and save harmless The City of Gainesville 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

of Gainesville, 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 City of Gainesville, 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 City of Gainesville 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 City of Gainesville 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 of Gainesville 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 of Gainesville's loss or lack or non-appropriation of funds, upon thirty (60) days advance written notice to the other party. The City of Gainesville 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 City of Gainesville 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 City of Gainesville, 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.

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

**MERIDIAN BEHAVIORAL  
HEALTHCARE, INC.**  
(Meridian)

By:   
CEO, Donald Savoie

**THE CITY OF GAINESVILLE**  
(The City of Gainesville)

By: \_\_\_\_\_  
City Manager, Lee Feldman

Date: 3/3/2021

Date: \_\_\_\_\_



**ATTACHMENT A  
SERVICE AND RATE SCHEDULE**

**Service Type:** **Full time Clinician**  
**Description:** Provides Outreach and crisis intervention services.  
**Rate of Reimbursement:** 84,313.00. Inclusive of below operating expenses and Capital Equipment One-time costs.

A shift differential in the amount shown will be paid shift differential and when the employee is assigned to a shift where 50% or more of the employee's hours worked fall between the hours shown. Percentages are based on the employee's base rate of pay and apply to the hours worked during the approved periods as stated below.

Monday through Friday

8:00 a.m. to 4:00 p.m. None (Shift 1)  
 4:00 p.m. to Midnight 7.5% (Shift 2)  
 Midnight to 8:00 a.m. 10.0% (Shift 3)

Saturday and Sundays

8:00 a.m. to 4:00 p.m. 5.0% (Shift 4)  
 4:00 p.m. to Midnight 12.5% (Shift 5)  
 Midnight to 8:00 a.m. 15.0% (Shift 6)

|                        |   |    |           |
|------------------------|---|----|-----------|
| Clinician (MA)         |   | \$ | 60,100.00 |
|                        | <u>Operating Expenses</u>                 |    |           |
| Cell Phone             |   | \$ | 660.00    |
| Training/Conferences   |   | \$ | 1,500.00  |
| Office Space           |   | \$ | 1,800.00  |
| Liability Insurance    |   | \$ | 2,190.00  |
| Information Services   |   | \$ | 3,544.00  |
|                        | Total Operating                           | \$ | 9,694.00  |
|                        | <u>Admin</u>                              | \$ | 10,469.00 |
|                        | Total Annual Recurring                    | \$ | 80,263.00 |
|                        | <u>Capital Equipment (one time costs)</u> |    |           |
| Laptop & Cellular Card |   | \$ | 2,300.00  |
| Tactical Vest          |   | \$ | 850.00    |
| Smart Phone            |   | \$ | 900.00    |
|                        |   | \$ | 4,050.00  |

## 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. 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.

#### 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 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.

#### 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.
3. 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.

**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 City of Gainesville 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 City of Gainesville's custodian of public records, provide The City of Gainesville 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 City of Gainesville.
- D. Upon completion of the Agreement, transfer, at no cost, to The City of Gainesville all public records in possession of Meridian or keep and maintain public records required by The City of Gainesville to perform the service. If Meridian transfers all public records to The City of Gainesville 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 City of Gainesville, upon request from The City of Gainesville's custodian of public records, in a format that is compatible with the information technology systems of The City of Gainesville.
- E. If Meridian does not comply with a public records request, The City of Gainesville 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 THE CUSTODIAN OF PUBLIC RECORDS 12 SE 1ST STREET GAINESVILLE, FL 32601 (352)264-6906. , 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.**