

**SUB-RECIPIENT AGREEMENT BETWEEN CHARLOTTE COUNTY
AND CHARLOTTE BEHAVIORAL HEALTH CENTER, INC.**

THIS SUB-RECIPIENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, whose primary address is 18500 Murdock Circle, Port Charlotte, FL 33948 (hereinafter referred to as the "County"), and **CHARLOTTE BEHAVIORAL HEALTH CENTER, INC.**, whose principal address is 1700 Education Avenue, Punta Gorda, FL 33950 (hereinafter referred to as "Agency"), to provide for the award of financial assistance to Agency. Collectively, the County and the Agency shall be referred to as "Parties" or individually as a "Party."

WHEREAS, the newly proposed Veteran's Court is designed to address the unique needs of justice-involved veterans by providing a therapeutic, accountability-focused alternative to traditional criminal justice processing; and

WHEREAS, the program will integrate behavioral health treatment, case management, and peer support tailored specifically to veterans who may be struggling with substance use disorders, post-traumatic stress disorder (PTSD), or other service-related mental health challenges; and

WHEREAS, to effectively deliver these services, the Agency requires an additional Full-Time Therapist, Full-Time Case Manager, and a Part-Time Veteran Peer Support Specialist; and

WHEREAS, the Charlotte County Board of County Commissioners expressly finds and determines that the services provided by Agency are in furtherance of the public health, safety, and welfare and constitute a paramount public and County purpose; and

WHEREAS, the County wishes to provide funding to support those additional services to be provided by the Agency, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived here from, the County and the Agency do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. TERM.

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until September 30, 2026 (the "Termination Date"), unless extended by the Parties in writing, except that the provisions contained within

Sections 3, 4, 6, and 11 shall survive the termination of this Agreement. All awarded funds must be fully expended by the termination date.

B. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 3. ELIGIBLE COSTS; SUPPORTING DOCUMENTATION; PROCESSING OF REIMBURSEMENT REQUESTS.

A. Subject to the terms and conditions of this Agreement, the County shall pay the Agency, on a cost reimbursement basis, up to a maximum of ONE HUNDRED SEVENTY-FIVE THOUSAND, THREE HUNDRED NINETY-ONE DOLLARS AND 00/100 (\$175,391.00) to implement the projects and/or activities described in its Approved Application for Funding attached hereto as **Attachment "A."** It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in Attachment "A" above and beyond this amount are the sole responsibility of the Agency. The Agency shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Agency in the implementation of the projects and/or activities described in Attachment "A" as such costs are incurred. Eligible and allowable costs are defined as:

1. The salaries and wages of staff whose time is directly spent delivering services related to the Veteran's Treatment Court Program. All expenditures must be:
 - Allowable under the Florida Memorandum of Understanding relating to the allocation/use of opioid settlement proceeds ("FL MOU") Attachment "B"; and
 - Reasonable and necessary; and
 - Allocable to the project; and
 - Documented with appropriate records.

Costs that do not satisfy all of the above-required conditions shall be ineligible for reimbursement under this Agreement.

2. In addition, the following costs are expressly unallowable:
 - Vehicle purchases or debt service; and
 - Capital expenses (e.g., construction, renovations); and
 - Research activities; and
 - Lobbying or advocacy efforts; and
 - Reimbursement of pre-award costs; and
 - Indirect costs or overhead; and
 - Non-FDA-approved medications; and
 - Discrimination against clients using FDA-approved medications (e.g., methadone, buprenorphine).

B. All reimbursement requests shall be submitted to the County at the following email address: Zinnia.Vargas@charlottecountyfl.gov. Reimbursement will be made

based on actual, documented expenditures submitted under the Approved Application for Funding (Attachment "A"). The Subrecipient shall submit detailed reimbursement requests and required supporting documentation. Payment will be issued by the County within 30 calendar days or receipt of a complete and approved reimbursement request.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be incurred on or before September 30, 2026, and a final payment request should be submitted to the County no later than such date.

- Funds may only be used to support strategies approved in the Subrecipient's Application for Funding (Attachment "A"); and
- All medications funded must be FDA-approved; and
- No agency may deny services to client due to the use of FDA-approved medications for opioid use disorder.

D. The County requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). Each payment request submitted by the Agency shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County. In the event the County determines the Supporting Documentation submitted by the Agency is insufficient to enable it to evaluate the allowability and eligibility of costs, the Agency shall furnish additional Supporting Documentation to the satisfaction of the County.

E. Processing of Reimbursement Requests. The Agency must submit to the County no later than ten (10) calendar days after the end of each quarter, a Quarterly Reimbursement Report which shall include:

1. Reimbursement Cover Sheet; and
2. Itemized Invoice; and
3. Proof of Payment (e.g., payroll registers, pay stubs); and
4. Time Tracking Sheets; and
5. Signed Certification (expenses are allowable); and
6. Progress Report including activities conducted, and outcomes and measurable results.

Additionally, at the time of each Quarterly Reimbursement Report, Agency shall submit an "Impact Report" which shall include the following:

1. Dates covered by the report; and
2. Contact name, title, organization; and
3. Strategy name (as listed in Exhibit "A" of FL MOU); and
4. Narrative Progress Report (~ 250 words); and
5. Success Story (~250 words; de-identified unless otherwise authorized); and
6. Process Measure ("How much did you do?"); and

7. Quality Measures ("How well did you do it?"); and
8. Outcome Measures ("Is anyone better of?"); and
9. Demographic data for performance of people of color and other historically marginalized groups.

Late submissions may delay reimbursement.

SECTION 4. ACCOUNTING; DUPLICATION OF BENEFIT.

A. Accounting. Agency's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Agency contemplated under this Agreement may be contingent upon certification of the Agency's financial management system in accordance with this requirement.

SECTION 5. PAYMENTS TO AGENCY SUBJECT TO AVAILABILITY OF FUNDS.

The County's performance and obligation to pay Agency under this Agreement is expressly contingent upon the County's approval of the eligibility of all expenditures and the availability of funding.

SECTION 6. PERFORMANCE MONITORING.

The County may:

- Conduct site visits
- Monitor programmatic and fiscal performance
- Request additional documentation
- Require corrective action plans

SECTION 7. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Agency shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Agency shall keep and maintain public records generated by the Agency in association with its performance of this Agreement and retain same for at least five (5) years from the conclusion of this agreement.

B. This Agreement may be unilaterally canceled by the County for refusal by the Agency to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Agency in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

C. **IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S**

CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

D. The Agency acknowledges and agrees that the County and its authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Agency's personnel for the purpose of interview and discussion related to such documents. In the event any work is sub-awarded or subcontracted, the Agency shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

E. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

F. The Agency agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 8. MODIFICATION AND TERMINATION.

This Agreement may be amended only by written mutual consent.

The County may terminate this Agreement:

- For convenience with at least thirty (30) days written notice
- Immediately for cause, including misuse of funds, noncompliance, or fraud.

Unspent or misused funds must be returned promptly upon request.

SECTION 9. COMPLIANCE.

The Agency shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Agency from compliance with same to the extent such law, regulation, or policy is applicable to Agency's performance under this Agreement.

Furthermore, the Agency agrees to comply with:

- The FL Memorandum of Understanding (MOU) and unified plan for the allocation and use of opioid settlement proceeds (Attachment B); and
- Non-discrimination and civil rights law; and
- Federal and state audit requirements; and

- Certification that the entity is not debarred or suspended from federal/state contracts; and
- Audit cooperation, including access to records and personnel.

SECTION 10. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

County

Hector Flores, County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

Agency

Victoria Scanlon, Chief Executive Officer
Charlotte Behavioral Health Care, Inc.
1700 Education Avenue
Punta Gorda, FL 33950

Either Party may change the above-described contact information by giving notice of such change to the other party.

SECTION 11. MISCELLANEOUS.

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

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers

of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Charlotte County, Florida.

SECTION 12. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Florida. Any disputes arising under this Agreement shall be resolved through negotiation. If unresolved, disputes may be referred to mediation or adjudicated in the appropriate court of competent jurisdiction in Florida.

IN WITNESS WHEREOF, the Parties have entered into this Amendment in Charlotte County, Florida as of the date and year below as signed by the County.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA:

By: _____
Joseph M. Tiseo, Chairman

Date: _____

ATTEST:

Roger D. Eaton, Clerk of Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  _____
Janette S. Knowlton, County Attorney
LR25-1011 / ca

By: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF) SS.

The foregoing instrument was acknowledged before me, ☐ by means of online notarization or ☐ physical presence, this _____ day of _____, 2025, by _____, the _____ of Charlotte Behavioral Health Center, Inc., ☐ who is personally known to me, or ☐ who have produced as identification and who ☐ did ☐ did not take an oath.

Notary Public

(Type/Print Name)

(seal)

My Commission Expires: _____

Commission Number: _____