AGREEMENT BETWEEN SEMINOLE COUNTY AND RECOVERY CONNECTIONS OF CENTRAL FLORIDA, INC. FOR AMERICAN RESCUE PLAN ACT FUNDING

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY," and **RECOVERY CONNECTIONS OF CENTRAL FLORIDA, INC.**, a Florida not for profit corporation, whose address is 776 Preserve Terrace, Lake Mary, Florida 32746, in this Agreement referred to as "SUBRECIPIENT."

W I T N E S S E T H:

WHEREAS, Congress passed the American Rescue Plan Act ("ARPA") and President Biden signed the ARPA into law on March 11, 2021; and

WHEREAS, the ARPA, in part, amends Title VI of the Social Security Act by establishing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, together the Fiscal Recovery Funds; and

WHEREAS, the Fiscal Recovery Funds provide three hundred fifty ($350) billion dollars in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the COUNTY's total allocation is in the amount of $91,646,669.00; and

WHEREAS, ARPA, Treasury regulations, and/or Treasury guidance allows COUNTY to provide non-profits financial assistance to respond to the COVID-19 public health emergency or its negative economic impacts; and

WHEREAS, the COVID-19 pandemic negatively impacted areas of public health, particularly mental health, and substance use; and

WHEREAS, SUBRECIPIENT provides substance use disorder services, which includes SUBRECIPIENT engaging Seminole County residents that are seeking recovery, assisting those in recovery, or assisting those in need of recovery focused support services; and

WHEREAS, SUBRECIPIENT requests, and COUNTY agrees, to provide funding to SUBRECIPIENT for eligible expenditures under the ARPA, Treasury regulations, and/or Treasury guidance, as further specified herein,

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of COUNTY and SUBRECIPIENT, the Parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

Section 2. Definitions.

(a) "Acceptable to COUNTY" means that the work product was completed in accordance with this Agreement and as reasonably requested by COUNTY.

(b) "ARPA" means the American Rescue Plan Act of 2021; P.L. 117-2.

(c) "Cause" includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and guidance, failure to perform on time, failure to comply with the express terms of this Agreement, or refusal to permit public access to any public record, defined by and subject to disclosure under Chapter 119, Florida, as amended.

(d) "Fund" means the Fiscal Recovery Funds under ARPA.

(e) "Improper Payment" means or includes, any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.

(f) "Party" means COUNTY or SUBRECIPIENT; "Parties" mean COUNTY and SUBRECIPIENT.

(g) "Treasury" means the United States Department of Treasury.

Section 3. Term. The effective date of this Agreement is retroactive to August 1, 2022 and expires on December 31, 2024 ("Term"), unless terminated earlier in accordance with this Agreement.

Section 4. American Rescue Plan Act Funding.

(a) SUBRECIPIENT may expend Funds authorized by this Agreement only for obligations incurred during the Term.

(b) Upon a written request by SUBRECIPIENT to COUNTY, COUNTY will provide SUBRECIPIENT an initial disbursement of Funds in an amount not-to-exceed ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($187,500.00) ("Initial Disbursement") for eligible expenditures authorized in this Agreement, in order to respond to the COVID-19 public health emergency and its negative economic impacts.

(c) Upon an invoice submitted by SUBRECIPIENT in accordance with Section 5, Invoicing, COUNTY will provide SUBRECIPIENT additional Funds on a reimbursement basis in an amount not-to-exceed FIVE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($562,500.00) ("Additional Funds") for eligible expenditures authorized in this Agreement, in order to respond to the COVID-19 public health emergency and its negative economic impacts. Notwithstanding, SUBRECIPIENT must expend the Initial Disbursement and provide reporting documentation in accordance with Section 19, Reports, before requesting reimbursement for Additional Funds.

(d) If requested by COUNTY, SUBRECIPIENT agrees to follow competitive procurement requirements in the manner substantially outlined in Exhibit D – Competitive Procurement Requirements, attached to and incorporated in this Agreement, and SUBRECIPIENT agrees to have no conflicts of interest in SUBRECIPIENT's procurement of goods and services authorized by this Agreement.

(e) SUBRECIPIENT may only use Funds provided by COUNTY under this Agreement, as outlined in Exhibit E – Scope of Services, attached to and incorporated in this Agreement.

(f) As the COUNTY has a great deal of responsibility in the prudent expenditure and accounting of Funds, as authorized and required by the Federal Government, SUBRECIPIENT's board members and officers must be free from convictions of any fraud or financial crimes, such as embezzlement, theft, forgery, bribery, falsification or destruction of records, misuse or misappropriation of funds. COUNTY holds non-profit organizations within Seminole County to a high standard as non-profit organizations have been instrumental in providing services to those most affected in the community as a result of the COVID-19 pandemic.

(g) SUBRECIPIENT acknowledges that certain municipalities within Seminole County may contribute Funds to COUNTY's ARPA programs; however, SUBRECIPIENT is not entitled to any additional Funds beyond those specified in this Agreement, in COUNTY's sole discretion.

(h) SUBRECEIPIENT may not use Funds at any point during the Term for contingency, "rainy day," or similar reserves.

(i) Eligible expenditures for goods and services authorized by this Agreement must be received and paid for by SUBRECIPIENT during the Term. Goods and services received or paid

for outside of the Term by the SUBRECIPIENT and unauthorized goods and services received or paid for will not be reimbursed by COUNTY.

(j) The COUNTY's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Federal Government, and is subject to any modification, including withholding all or part of the Funds, in COUNTY's sole discretion. For the avoidance of doubt, there is no guarantee that SUBRECIPIENT may receive all or part of the Funds specified under this Agreement.

(k) If the SUBRECIPIENT receives additional grant funding from any governmental entity for allowable expenditures specified in this Agreement, then the SUBRECIPIENT must notify the COUNTY pursuant to Section 13, Notice, prior to the receipt of such funding.

(l) SUBRECIPIENT may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY.

Section 5. Invoicing. To obtain Funds for expenditures authorized by this Agreement, SUBRECIPIENT must submit its request electronically through the COUNTY's designated software provider monthly, unless specified otherwise by COUNTY in writing. SUBRECIPIENT must submit payment requests using Exhibit F – Payment Request Form, attached to and incorporated into this Agreement, detailing all information required to account for all Funds. COUNTY will provide SUBRECIPIENT written instructions as to how SUBRECIPIENT may submit invoices and supporting documentation electronically. SUBRECIPIENT's reimbursement requests must include detailed documentation and detailed receipts to justify and support SUBRECIPIENT's request.

Section 6. Recapture of Expenses.

(a) Any balances of unobligated Funds that have been paid that are not expended as authorized under this Agreement during the Term must be refunded to COUNTY within fourteen (14) days of receipt of written notice provided by COUNTY.

(b) COUNTY will only provide reimbursements for expenditures the COUNTY provisionally determines are eligible in accordance with this Agreement, Treasury guidance, and Treasury regulations. However, COUNTY's provisional determination that an expenditure is eligible does not relieve SUBRECIPIENT of its duty to repay COUNTY in full for any expenditures that are later determined by COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures. This provision survives the Term of the Agreement.

(c) If requested by COUNTY, all refunds, return of Improper Payments, or repayments due to COUNTY under this Agreement are to be made payable to the order of Seminole County and mailed directly to COUNTY pursuant to Section 13, Notice and this Agreement.

(d) If a check or other draft is returned, SUBRECIPIENT shall pay COUNTY a service fee representing the actual cost incurred, if any, by COUNTY as a result of returned check or draft.

Section 7. COUNTY Responsibilities. COUNTY will review the detailed documentation and detailed receipts provided by SUBRECIPIENT during the Term as part of SUBRECIPIENT's reimbursement requests in accordance with this Agreement. If approved, COUNTY will reimburse SUBRECIPIENT for expenditures incurred in accordance with this Agreement. In the event the review identifies ineligible expenditures, SUBRECIPIENT's expenditures will not be eligible for reimbursement.

Section 8. Indemnification.

(a) SUBRECIPIENT will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind,

type or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any monies paid to SUBRECIPIENT or whomsoever resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with applicable laws or regulations; or by reason of, or as a result of any willful or negligent act or omission of SUBRECIPIENT in the performance of this Agreement or any part of this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each Party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that Party and the officers, employees, and agents of that Party.

(c) The Parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any Party any remedy or defense available to the Parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as amended.

Section 9. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 10, Remedies. Events of Default, include:

(a) If any warranty or representation made by SUBRECIPIENT in this Agreement becomes false or misleading in any respect, or if SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

Section 10. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to SUBRECIPIENT and upon SUBRECIPIENT's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 13, Notice;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend allocation of all or any part of the Funds;

(d) Require that SUBRECIPIENT refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

(1) request additional information from the SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) advise the SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,

(4) require the SUBRECIPIENT to repay COUNTY for the amount of costs incurred for any expenditures determined to be ineligible, or

(f) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by SUBRECIPIENT, it will not

affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by SUBRECIPIENT.

Section 11. Termination.

(a) The COUNTY may terminate this Agreement for Cause after thirty (30) days written notice to SUBRECIPIENT.

(b) The COUNTY may terminate this Agreement immediately for convenience when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of Funds, by providing SUBRECIPIENT with written notice.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, if SUBRECIPIENT incurs new obligations after SUBRECIPIENT has received the notice of termination, COUNTY will not provide Funds to SUBRECIPIENT under this Agreement. For the avoidance of doubt, after notice of termination, SUBRECIPIENT may continue providing services using its own source of funds.

Section 12. Employee Status. Persons employed by SUBRECIPIENT in the performance of this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SUBRECIPIENT, nor do these employees have any claims to pensions, workers' compensation,

unemployment compensation, civil service, or other employee rights or privileges granted to SUBRECIPIENT's officers and employees either by operation of law or by SUBRECIPIENT.

Section 13. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Financial Grants Administrator
Seminole County Resource Management, Grants Program
1101 E. 1st Street
Sanford, Florida 32771-1468

With a COPY to:

Attention: Community Services Director
Seminole County Community Services
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

And a COPY to:

Attention: Community Health Program Manager
Seminole County Community Services
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

As to SUBRECIPIENT:

Attention: CEO
Recovery Connections of Central Florida, Inc.
776 Preserve Terrace
Lake Mary, Florida 32746

Section 14. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

Section 15. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended, relating to ethics in government.

(b) SUBRECIPIENT hereby certifies that no officer, agent, or employee of SUBRECIPIENT has any material interest (as defined in § 112.312(15), Florida Statutes), as amended, as over five percent (5%) ownership either directly or indirectly, in the business of COUNTY to be conducted here, and that no such person will have any such interest at any time during the Term.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

Section 16. Dispute Resolution.

(a) In the event of a dispute related to performance under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is

the sole venue for any such civil action. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 17. Public Records Law.

(a) SUBRECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, SUBRECIPIENT will provide COUNTY with all requested public records in SUBRECIPIENT's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) SUBRECIPIENT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, SUBRECIPIENT will transfer, at no cost to COUNTY, all public records in possession of SUBRECIPIENT, or keep and maintain

public records required by COUNTY under this Agreement. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains the public records upon completion of this Agreement, SUBRECIPIENT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the SUBRECIPIENT which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "SUBRECIPIENT" includes employees to be paid from Funds provided under this Agreement.

(d) **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPUTY COUNTY MANAGER, TRICIA JOHNSON AT: (407) 665-7247, TAJOHNSON@SEMINOLECOUNTYFL.GOV, OR 1101 E. First Street, SANFORD, FLORIDA 32771.**

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 18. Audits.

(a) In accounting for the receipt and expenditure of Funds under this Agreement, SUBRECIPIENT must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board ("GASB") and the Financial Accounting Standards Board ("FASB").

(b) The Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to SUBRECIPIENT and COUNTY.

(c) If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, SUBRECIPIENT will be held liable for repayment to COUNTY of all Funds not spent in accordance with this Agreement, within fourteen (14) days after COUNTY has notified the SUBRECIPIENT of such non-compliance.

(d) If SUBRECIPIENT expends $750,000.00 or more in Federal awards during the SUBRECIPIENT's fiscal year, SUBRECIPIENT must have an audit performed in accordance with 2 CFR Part 200, Subpart F, at SUBRECIPIENT's expense. As this Agreement is for $750,000.00, SUBRECIPIENT must provide COUNTY an audit report for the Term of this

Agreement on or before December 31, 2024 or within ninety (90) calendar days following the termination of this Agreement, whichever occurs earlier.

(e) SUBRECIPIENT must send copies of reporting packages required under this Section directly to COUNTY in accordance with Section 13, Notice.

(f) Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

Section 19. Reports.

(a) SUBRECIPIENT must provide COUNTY with quarterly reports, by completing Exhibit C – ARPA Quarterly Progress Report Template, and monthly reports, by completing Exhibit G – Program Performance Report, both exhibits attached to and incorporated in this Agreement. SUBRECIPIENT's reports must include detailed information to account for expenditures incurred, as authorized by this Agreement. SUBRECIPIENT must submit reports electronically through COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide SUBRECIPIENT written instructions as to how SUBRECIPIENT may submit monthly and quarterly reports electronically. COUNTY reserves the right to revise Exhibit C and Exhibit G, in order for COUNTY to provide the public with transparency and to comply with requirements set forth by Treasury. In addition, and when requested by Treasury, Treasury regulations, Treasury guidance, or COUNTY, SUBRECIPIENT must provide additional updates, information, and reports pertaining to this Agreement.

(b) Quarterly reports are due to the COUNTY five (5) business days prior to the end of each calendar quarter and must be submitted each calendar quarter until the complete expenditure of Funds provided to SUBRECIPIENT under this Agreement. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. Monthly reports are due to the COUNTY five (5) business days after the end of each calendar month and must be

submitted each calendar month until the complete expenditure of Funds provided to SUBRECIPIENT under this Agreement.

(c) If all required reports and copies are not sent to COUNTY or are not completed in a manner reasonably Acceptable to COUNTY, COUNTY may withhold further reimbursements until the reports are completed or may take other action as stated in this Agreement.

Section 20. Monitoring. In addition to reviews of audits conducted in accordance with Section 18, Audits, monitoring procedures may include, but not be limited to, on-site visits, limited scope audits, or other procedures performed by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. The SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In the event that the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY determines that a limited scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In addition, the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY will monitor the performance and financial management by the SUBRECIPIENT throughout the Term to ensure strict compliance with this Agreement, ARPA, Treasury regulations, and Treasury guidance.

Section 21. Equal Opportunity Employment. SUBRECIPIENT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race,

color, religion, sex, age, disability, sexual orientation, gender identity or national origin. SUBRECIPIENT shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 22. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Compliance with Laws and Regulations. SUBRECIPIENT must abide by all statutes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement, including, but not limited to, ARPA, regulations adopted by Treasury, guidance adopted by Treasury pertaining to ARPA, and 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," as any one of the foregoing may be amended. Any violation of statutes, ordinances, rules, regulations, executive orders, or guidance will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SUBRECIPIENT.

Section 24. Project Publicity. SUBRECIPIENT must request written approval from COUNTY before referring to COUNTY on SUBRECIPIENT's website, news release, signage, interview, or any other type of publicity. If COUNTY provides such written approval,

SUBRECIPIENT must reference Seminole County and the Seminole County Board of County Commissioners, unless COUNTY specifies otherwise in writing.

Section 25. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

Section 26. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party.

Section 27. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 28. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 29. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 30. Exhibits. SUBRECIPIENT shall comply with the terms of Exhibit A, Additional Terms and Conditions, which is attached to and incorporated in this Agreement. Exhibit

A controls over any contrary provision elsewhere in this Agreement. In addition, SUBRECIPIENT must execute Exhibit B, Certification regarding Lobbying, which is attached to and incorporated in this Agreement, concurrently with the execution of this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.

RECOVERY CONNECTIONS OF CENTRAL FLORIDA, INC.

Rebecca L. Eiland
Witness

By: _____
GEORGE MARGOLES, CEO

Rebecca L. Eiland
Print Name

Date: 12/15/2022

Kelly Welch
Witness

Kelly Welch
Print Name

[Signatures and attestations continue on the following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20_____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney
BP/
12/12/22
T:\Users\bpatel\Special Projects\American Rescue Plan\Non-Profits\Large Non-Profit ARPA Funding Agreement - Recovery Connections of Central Florida, Inc. v2.docx

Attachments:
Exhibit A - Additional Terms and Conditions
Exhibit B - Certification Regarding Lobbying
Exhibit C - ARPA Quarterly Progress Report Template
Exhibit D - Competitive Procurement Requirements
Exhibit E - Scope of Services
Exhibit F - Request for Payment Form
Exhibit G - Program Performance Report

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

LEGAL AUTHORIZATION

SUBRECIPIENT certifies that it has the legal authority to receive the Funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind the SUBRECIPIENT to the terms of this Agreement.

FALSE STATEMENTS

SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENTS are encouraged to adopt and enforce policies that ban text messaging while driving.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the COUNTY or the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT.

SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

COOPERATION

SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

MAINTENANCE OF COMPLAINT LOG

SUBRECIPIENT shall maintain a complaint log and inform the COUNTY of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the COUNTY if SUBRECIPIENT has received no complaints under Title VI.

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

The undersigned on behalf of SUBRECIPIENT, certifies, to the best of his or her knowledge that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned on behalf of SUBRECIPIENT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

ENTITY NAME: RECOVERY CONNECTIONS OF CENTRAL FLORIDA, INC.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Exhibit C

ARPA - Quarterly Progress Report

Project Title: [redacted] Date [redacted]

Contact Name: [redacted]

Reporting Period: [redacted]

Telephone: [redacted]

Project Objective:

Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

Plans for Next Quarter:

Authorized Agent Signature: _____

** Quarterly progress reports must be completed each quarter or future funding will be withheld**

Exhibit D – Competitive Procurement Requirements

The standards and procedures for purchases outlined in this Exhibit are intended to ensure that goods and services acquired, in whole or in part with ARPA funds, are obtained as efficiently and economically as possible through an open and competitive process, maximizing the value of public funds.

SUBRECIPIENT must obtain a minimum of two (2) written quotes for purchases over FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00); email quotes are acceptable. SUBRECIPIENT may not split purchases to award work to the same vendor resulting in an avoidance of comply with the competitive requirements set forth herein.

For purchases over FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00), SUBRECIPIENT must utilize competitive bids or proposals and requests for bids or proposals must be written in a way not to restrict competition. SUBRECIPIENT must provide a clear and accurate description of the technical requirements for the goods and services to be procured; all requirements which vendors must fulfill; and all other factors to be used in evaluating bids or proposals.

SUBRECIPIENT must keep detailed files, which include, at minimum, the following information:

- Basis for vendor selection
- An explanation for lack of competition when competitive bids or proposals were not obtained
- Basis of award

EXHIBIT E

SCOPE OF SERVICE & COST PROPOSAL

AGENCY NAME: Recovery Connections of Central Florida, Inc.
POINT OF CONTACT: George Margoles
CONTACT PHONE NUMBER: (407) 732-6837
CONTACT FAX NUMBER:
CONTACT E-MAIL: georgem@rccfhelp.org

The above agency will provide the following services for the residents of Seminole County:

Program Description: Recovery Connections of Central Florida, Inc. provides recovery focused substance use disorder services to engage people seeking recovery, in recovery, or in need of recovery focused support services.

Service	# of Units/Services to be Provided with County Funding	Unit/Service Cost	Total Unit Cost
Peer Support Services (Info/Referral, Intake/Assessment, ongoing direct service)	1250 Hours	$100.00	$125,000.00
Peer Recovery Support Services outreach	1257 Hours	$100.00	$125,700.00
Transportation Services – i.e. Uber/LYFT Health Ride (Roundtrip)	400 Rides	$70.00	$28,000.00
Transitional Housing – Move In Fee	50 Vouchers	$200.00	$10,000.00
Transitional Housing – Weekly Fee	200 Vouchers	$200.00	$40,000.00
Employability Training	112 workshops	$624.00	$69,935.00

Medicated Assisted Therapy (MAT) Evaluation – Physician	600 Hours	$100.00	$60,000.00
Medicated Assisted Therapy (MAT) Evaluation – Physician Assistant	529 Hours	$85.00	$44,965.00
MAT Medication	Monthly medication cost for 120 individuals for one year	$130.00	$187,200.00
MAT related Laboratory Testing (Initial and follow up)	120 individuals x 2	$35.00	$8,400.00
Inpatient SUD Services	Cost per day (120 days)	225.00	$27,000.00
Outpatient MH and SUD Services	Cost per hour (i.e. IOP, CBT) (476 hours)	50.00	$23,800.00

- Funds may be transferred within the line items with written approval from Seminole County Community Services without an amendment to this Agreement

TOTAL UNIT COST CANNOT EXCEED
THE GRANT AWARD AMOUNT OF $750,000

CS Department
Date Received

EXHIBIT F

MONTHLY
REQUEST FOR PAYMENT

Community Health Initiative – Supporting a Lifestyle of Recovery

SUBRECIPIENT: Recovery Connections of Central Florida, Inc.

PROGRAM NAME: Supporting a Lifestyle of Recovery

REPORT PERIOD: _____ REQUEST NO: _____

BUDGET SUMMARY REPORT

BUDGET CATEGORIES	(A) TOTAL APPROVED BUDGET	EXPENDITURES			(A-D) REMAINING BALANCE
		(B) PREVIOUS PAYMENTS	(C) AMOUNT OF THIS REQUEST	(D) (D=B+C) PAYMENTS REQUESTED TO DATE	
Peer Support Services	$125,000.00				
Peer Recovery Outreach	$125,700.00				
Transportation Services	$28,000.00				
Transitional Housing – Move In Fee	$10,000.00				
Transitional Housing – Weekly Fee	$40,000.00				
Employability Training	$69,935.00				
Medicated Assisted Therapy (MAT) Evaluation – Physician	$60,000.00				
Medicated Assisted Therapy (MAT) Evaluation – Physician Assistant	$44,965.00				
MAT Medication	$187,200.00				
MAT related Laboratory Testing	$8,400.00				
Inpatient SUD Services	$27,000.00				
Outpatient MH and SUD Services	$23,800.00				
TOTAL	**$750,000**				

DETAIL INVOICE REPORT

BUDGET ITEM	EXPENDITURES		
	# OF MONTHLY UNIT/SERVICE	COST PER UNIT/SERVICE	AMOUNT OF THIS REQUEST (# Services x Unit Cost)
Peer Support Services		$100.00	
Peer Recovery Outreach		$100.00	
Transportation Services		$70.00	
Transitional Housing – Move In Fee		$200.00	
Transitional Housing – Weekly Fee		$200.00	
Employability Training		624.00	
Medicated Assisted Therapy (MAT) Evaluation – Physician		$100.00	
Medicated Assisted Therapy (MAT) Evaluation – Physician Assistant		$85.00	
MAT Medication		$130.00	
MAT related Laboratory Testing		$35.00	
Inpatient SUD Services		$225.00	
Outpatient MH and SUD Services		$50.00	

Note: Supporting documentation (i.e. time sheets, copies of checks etc.) must be submitted with each payment request. Failure to submit required documentation may delay payments.

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

AUTHORIZED SIGNATURE: DATE:

Please attach documentation substantiating expenditures.

EXHIBIT G

CS Department Date Received

MONTHLY
PROGRAM PERFORMANCE REPORT

Community Health Initiative – Supporting a Lifestyle of Recovery

SUBRECIPIENT: Recovery Connections of Central Florida, Inc.
PROGRAM: Supporting a Lifestyle of Recovery

REPORT PERIOD _____ THROUGH _____

I. PARTICIPANT SUMMARY

DEMOGRAPHICS	# SERVED	RACE	# SERVED
Male		White/Caucasian	
Female		Black/African American	
0-17		American Indian/Alaskan Native	
18-40		Asian	
41-65		Native Hawaiian/Other Pacific Islander	
Over 65			
		ETHNICITY	**# SERVED**
		Hispanic	
		Non-Hispanic	

II. STATUS REPORT ON GOALS AND OBJECTIVES

ANNUAL PROGRAM GOAL(s)	ANNUAL PROGRAM OBJECTIVE(s)	ACHIEVED THIS MONTH	ACHIEVED TO DATE	% OF GOAL COMPLETED
GOAL 1: Participants who receive Peer Recovery Services will improve their health and wellness, live a self-directed life, and strive to reach their full potential.	Objective: 90% of participants will complete the Recovery Capital Scale Assessment at onset of services.			
	Objective: 55% of Participants who scored 90 or below on the Recovery Capital Scale Assessment will increase their Recovery Capital by 25% at the end of six months of service.			
	Objective: 65% of Participants who scored 91 or higher on the Recovery Capital Scale Assessment, will complete at least one goal from the Recovery Management Plan at the end of six months of service.			
GOAL 2: Participants will	Objective: Housing – Provide connection and one month funding			

secure safe and stable housing that supports recovery.	support for up to 50 individuals to enter a recovery housing environment (i.e., Oxford House, Glass House, Mind Body Soul).			
GOAL 3: Participants will be provided with medicated assisted therapy (MAT) to sustain recovery and prevent overdose.	Objective: MAT – Connect up to 120 individuals to MAT through a Suboxone approved physician for a period of at least one year (cover the cost of monthly MD/PA visits and medication)			
GOAL 4: Transportation – Provide access to ancillary services (Housing, Peer Recover, MAT, Employment Services) to uninsured or underinsured Seminole County residents through Uber Health, LYNX, Sunrail or similar transportation services.	Objective: Link at least 50 participants with transportation to MAT and Peer Recovery appointments.			
	Objective: Link at least 25 participants with transportation to supported housing programs.			
	Objective: Link at least 25 participants with transportation to employability trainings.			
GOAL 5: Participants will develop employability skills which will better equip and empower them to find and keep work while increasing self-efficacy, confidence, and hope.	Objective: Deliver 20, 4 session workshop training series (i.e. better Work/Better Life Recovery Series Training) to a minimum of 100 participants by December 20, 2024.			

III. PLEASE PROVIDE EXPLANATION IF GOALS/OBJECTIVES ARE NOT MET:

_____

_____

_____