

SAMPLE AGREEMENT

NOTE: EVERY AGREEMENT IS DIFFERENT BASED ON THE PROJECT AND OTHER REQUIREMENTS.

**COUNTY USE OF OPIOID SETTLEMENT FUNDS
PLAN OF IMPLEMENTATION FUNDING AGREEMENT
BETWEEN**

<COUNTY NAME> COUNTY, IOWA

AND

<Recipient>

THIS **AGREEMENT** is made and entered into by and between **<COUNTY NAME> COUNTY, IOWA**, 101 1st Street N, Newton, Iowa 50208, a municipal corporation and political subdivision of the State of Iowa (hereinafter referred to as the "County"), and **<Recipient and address>** (hereinafter referred to as the "Recipient"). Collectively, the signatories are referred to as the Parties and, individually, as a Party.

RECITALS:

WHEREAS, the County has received and will continue to receive funding from defendants of the national opioid litigation (the "Opioid Litigation") and the resulting settlement in which the County participated. The County's claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until ca. 2040 ("Settlement Payments"). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The opioid litigation settlement stipulates that the County should utilize the settlement payments for specific substance treatment and prevention programs and services.

WHEREAS the County developed and adopted a Plan of Implementation (the "Plan") that prescribes how it will allocate the settlement funds for programs, services, targeted audience, intended outcomes, and entities who will receive funding; and

WHEREAS, the County has determined to fund the "Recipient," and the County will award **<Recipient>** funds for the **substance misuse treatment for Jasper County residents who do not have insurance or any other means to pay for treatment** ("the Program"). The County will provide funding in an amount not to exceed **<Written amount>** Thousand Dollars (**\$XX,000.00**) (the "Award Amount"); an

WHEREAS, the Parties understand and acknowledge by executing this Agreement, the County will not provide additional funding over the Awarded Amount, or any extra costs of the Program, including any overruns

or other expenses not expressly agreed to in writing before the costs incurred, will not be a liability on the part of the County, and will be the sole responsibility of the Recipient; and

WHEREAS, the Recipient certifies that the organization is a qualified, and experienced provider of substance treatment services serving <COUNTY NAME> County.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

1. **Term and Termination.** This Agreement shall commence on its effective date and continue until it expires or until termination as provided for herein.
 - A. **Term.** This Agreement shall start on < Start Date> and commence on <End Date>. If mutually agreed upon by both parties, the County may extend this Agreement for additional terms outlined in an approved amendment.
 - B. **Termination without Cause.** The County or the Recipient may terminate this Agreement without cause by providing thirty (30) days' written notice to the other Party.
 - C. **Termination for Cause.** Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in violation of any provision of Applicable Law, including the failure of the Recipient to provide all necessary assistance the County requires to comply with the requirements of its related regulations and any reporting of program and service data.
 - D. **Termination Immediate Action.** If the Agreement is terminated, repayment of unused funds or funds not used according to the Opioid Settlement Guidelines will be returned within 30 days to the <COUNTY NAME> County Auditor's Office.
2. **Scope of Services.** The Recipient shall provide services outlined in Exhibit A. Exhibit A (the Recipient's original Application for Funding) is incorporated by reference into this Agreement and made a part thereof. If there are conflicting terms and conditions between Exhibit A and this Agreement, the terms of this Agreement will prevail. In addition, the Recipient must meet Exhibit B guidelines for Opioid Settlement Funds. "Funded by <COUNTY NAME> County Opioid Settlement" should be on all written, advertised, or published materials.
3. **Compensation.** It is expressly understood and agreed that the total compensation the Recipient will receive under this Agreement for the services performed shall not exceed the Award Amount. After the Board of Supervisors approves this Agreement and both parties sign it, the County Auditor's office will issue payment in full for the funds utilizing the <COUNTY NAME> County claim

process.

If the funds are not used in full at the end of the term of this Agreement, the Recipient will return them to the <COUNTY NAME> County Auditor's Office within 30 days. The County's payment to the Recipient is subject to the availability of funds as determined by and at the sole discretion of the County.

4. **Future Funding.** The County is not, as a result of entry into or performance by either Party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient or to extend the relationship with Recipient in any respect or to engage in any other transaction or relationship with Recipient. The Recipient acknowledges that the County has not made any representations, promises, or assurances about future funding or other support to the Recipient. If the Recipient is noncompliant with this Agreement, the County will not give future funds to the organization.
5. **Reports to the Auditor.** Quarterly reporting form: See Exhibit C
The Recipient shall provide the County timely and reasonable access to all the data, information, and financial details in the Recipient's possession or control related to the Plan and necessary to comply with this Agreement.

The Recipient will report the amount of funding spent during the quarter and total, the number of people served, and how the funds were used, such as types of services, outcomes, daily counts, positive impact story, unexpected barriers, and completion of the Project, etc., as determined by the County. The reports will not contain any HIPAA information. The reporting obligations related to the Plan are required as the County works to measure successful outcomes and determine the best uses of Settlement Funds in ensuing years. The Recipient shall provide the County or its designated agent(s) information on program services related to the Award.

A. Financial Report. The Recipient should work with their accountant or financial person to determine how they will track and itemize the quarterly billing statement to the <COUNTY NAME> County Opioid Settlement Fund for Substance Misuse. This report should include an itemized quarterly statement (dates are listed below) of how the funds were spent, including details about professional charges or salaries, fringe benefits, no more than the IRS rate for mileage, and details of purchases. If the Recipient bills staff time or makes purchases, the County may need copies of the receipts, paycheck stubs, or payroll reports. If the Recipient bills for Substance Treatment services rendered, you must keep proof at your agency of the patient's name, address, and number of days or sessions the patient received.

Only direct staff time or agreed-upon supervision for substance prevention or treatment for hours worked or an hourly professional charge for services approved by the County, but not both. If the Recipient bills or

charges Medicaid, Medicare, insurance, individuals, or other grant funds for a patient, the Recipient cannot charge any amount to the <COUNTY NAME> County Opioid Settlement Funds. The funds can only be used for substance treatment or prevention activities outlined in Exhibit B in your application. The Recipient cannot utilize the funds for any employee bonus or incentive.

B. Report due dates. Quarterly reports are due to the <COUNTY NAME> County Auditor on or before the following dates:

- July-September report for Quarter 1, Due October 15th
- October-December report for Quarter 2, Due January 15th
- January- March report for Quarter 3, Due April 15th
- April-June report for Quarter 4, Due July 15th

C. Noncompliance with reporting. Failure to give adequate information in an accurate and timely manner may result in termination for cause. If quarterly reports are not submitted by the due date, <COUNTY NAME> County has the right to terminate this Agreement for cause and request a refund of funds. If <COUNTY NAME> County requests more information or has yet to receive the completed report by the due date, the County will notify the Recipient by email.

6. **Right of Audit.** The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain and provide the County or its designee with all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period. In that case, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.
7. **Right of Inspection.** Within ten (10) calendar days of providing notice, the County and its authorized representatives or designees have the right to enter and inspect the Recipient's premises or any other places where work is being performed under this Agreement or in any location where records are kept relating to the Project, and examine, copy, and audit all documents related to this Agreement. The Recipient must cooperate and provide reasonable assistance. If the Recipient has financial errors, the error amount must be immediately communicated to the <COUNTY NAME> County Auditor, reflected, and paid or refunded.
8. **Recipient Monitoring.** The Recipient will comply with the County's policy for Recipient monitoring and provide all required documentation upon request of the County, including (1) written responses for Recipient services provided, (2) all financial or non-financial reporting requested by

the County related to the Award, (3) written responses to internal control questionnaires.

9. **Compliance with the Law.** The Recipient shall administer the Program and provide all the services under this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations. The laws of the State of Iowa will control the construction and enforcement of this Agreement.
10. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Iowa, without regard to any Iowa choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with or pre-empted by Federal law. If any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Iowa Courts, whose jurisdiction and venue shall be established per the statutes and Court Rules of the State of Iowa. If any action is brought in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Iowa, which is the district and division in which the County is located.
11. **Independent Contractor.** It is expressly understood and agreed that the Recipient is an independent contractor. The Recipient's employees, servants, and agents shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agents of the County. The Recipient's employees, servants, and agents shall not be entitled to any fringe benefits of the County, such as, but not limited to health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity. The Recipient shall be responsible for paying any salaries, wages, or other compensation due its employees for services performed under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage for its employees, as the law requires.
12. **Nondiscrimination.** The Recipient, as required by law, shall not discriminate against a person served or an employee or applicant for employment concerning hiring, tenure, terms, conditions, benefits, or privileges of employment, programs, and services provided, or a matter directly or indirectly related to employment because of federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, creed, religion, sex (including pregnancy, childbirth, or related conditions, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. The Recipient shall include the language of this assurance in all subcontracts for services covered by this Agreement. Breach of any provisions of this section shall be a material breach of this Agreement. Source: EEOC and Iowa Civil Rights.

13. **Indemnification and Hold Harmless.** The Recipient shall, at its own expense, protect, defend, indemnify, and hold harmless the County and its elected and appointed officers, employees, and agents from all claims, damages, costs, lawsuits, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees that they may incur as a result of any acts, omissions or negligence of the Recipient or any of its officers, employees, agents or subcontractors which may arise out of this Agreement including any repayment that the Recipient may be required.

Any portion of the Award Amount not spent in conformance with this Agreement or the limitations of Exhibit B in which the County has to return or forego any portion of the Settlement Payments, the Recipient will repay the County. The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses that are more than the sum paid out on behalf of or reimbursed to the County, its officers, employees, and agents by the insurance coverage obtained and maintained by the Recipient under the requirements of this Agreement. The Recipient should hold adequate workmen's comp and commercial liability insurance policies to cover any liabilities related to daily operations and oversight of the Agreement to the Project.

14. **Waivers; Remedies.** Neither Party shall delay exercising any right, power, or privilege and shall not operate as a waiver thereof or preclude any other. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that the parties hereto may otherwise have at law or in equity. In the event the Recipient is in breach of any provision of Applicable Law or misuses the Award Amount funding in any way, it shall immediately, upon written demand from the County, repay all funds previously received under this Agreement within 30 days.
15. **Modifications, Amendments, or Waiver of Provisions of the Agreement.** All modifications, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.
16. **Assignment or Subcontracting.** The Recipient shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement.
17. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of its provisions.
18. **Complete Agreement.** This Agreement, along with Exhibits A, B, & C, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties

hereto. No other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

19. **Survival Clause**. All rights, duties, and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement's term or the termination of this Agreement.
20. **Invalid/Unenforceable Provisions**. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute, regulation, or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the clause or provision was rendered invalid or unenforceable.
21. **Force Majeure**. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.
22. **Non-Beneficiary Contract**. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy, or claim under or in respect of this Agreement. The Parties intend this Agreement, and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.
23. **Notice**. All correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All written notices

shall be addressed to the Parties as provided in the Agreement or application. All correspondence shall be considered delivered to a Party as of the date the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United States Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below.

Notices will be mailed to the following addresses:

If to County: <COUNTY NAME> County Auditor, 101 1st Street N., Newton, Iowa 50208

If to Recipient: <Recipient and address>

24. **Scope of Work.** See Exhibit A for the Recipient's Application for Funding submitted to the Opioid Settlement Committee. The scope of work should contain sufficient detail so that the County can ascertain how the activities comply with Exhibit B. Funding may only be used for <COUNTY NAME> County residents for substance misuse treatment or prevention programs and according to Exhibit B. Pricing for services rendered should be included, including unit prices when appropriate.
25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same instrument. The exchange of copies of this Agreement and signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement to the Parties and may be used instead of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed their original signatures for all purposes.
26. **Entire Agreement.** This Agreement sets forth the entire Agreement between the Parties and supersedes all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.
27. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Party they represent and that this Agreement has been authorized by the Party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF <COUNTY NAME>

<Recipient>

By: _____

By: _____

Signature

Signature

<Name>, Chairperson

<Signatory Authority>

Board of Supervisors, <COUNTY NAME> County

Date:

Date:

Attest: by:

Signature

<Name>, Auditor, <Name of County> County

Date:

EXHIBITS:

Exhibit A: Recipient submitted <COUNTY NAME> County Opioid Settlement Application for

Exhibit B: Approved Uses for Opioid Settlement Funds

Exhibit C: <COUNTY NAME> County Opioid Settlement Funds Report