OPIOID SERVICE PROVIDER AGREEMENT
BETWEEN

THE COUNTY OF HICKMAN

AND
HICKMAN COUNTY SCHOOLS BEHAVIORAL HEALTH

THIS AGREEMENT is made and entered into this ____day of _____, 202__ by and between **Hickman County**, a political subdivision of the State of Tennessee, (hereinafter referred to as the "County"), and **Hickman County Schools Behavioral Health, 115 Murphree Ave., Centerville, TN 37033** (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 of which the County was a participant. 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 2038 ("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 provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

WHEREAS, the County has established a local advisory council to make recommendations as to the use of the settlement payments; and]

WHEREAS, based on the recommendations of the council, the County has determined to grant funding to the "Recipient" and the funding will be directed to **Hickman County Schools Behavioral Health Department Hope and Healing Project** used to **address addiction among youth and their family through a comprehensive approach that integrates data measurement, evidence-based intervention, supervised clinical support , and comprehensive training. (Work Plan attached)** ("the Program"). Funding will be provided in amount not to exceed **one hundred thousand** and 00/100 Dollars ($100,000.00) (the "Award Amount"); and

WHEREAS, the County has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses.

WHEREAS, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the Award Amount,

and any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being 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 is a qualified and experienced provider of the services herein.

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 is terminated as provided for herein.

   A. **Term.** This Agreement shall commence on _____ and continue until _____ (1 year term). The Recipient may request a no-cost extension from the County if funds will not be used by the expected term end date. This request must be submitted to the County in written format with a brief explanation of the need for the extension. The County will consider the request and notify the Recipient of the decision. If needed, a contract addendum may be required.

   B. **Termination.** 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 breach of any provision of Applicable Law, including the failure of the Recipient to provide all necessary assistance the County requires to comply with the provisions of its related regulations and any reporting of program and service data.

2. **Scope of Services.** The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit A and this Agreement, the terms of this Agreement will prevail.

3. **Compensation.** It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount.

   [GRANT MODEL: The County shall pay the Recipient **$100,000** (Award Amount) for the costs necessary for or incidental to the performance of work as set forth in Exhibit A. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement shall not exceed the Award Amount. Any costs of the program and services in excess of the Award Amount shall be the sole responsibility of the Recipient.

   Payment by the County to the Recipient is subject to the availability of funds as determined by and in the sole discretion of the County.

4. **Future Funding.** 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. Recipient acknowledges that County has not made to Recipient any representations, promises, or assurances about future funding or other support.

5. **Recipient Monitoring and Reporting.** Within ten (10) calendar days of providing notice, to the extent permitted by applicable privacy laws, the County and its authorized representatives or designees have the right to inspect all physical Program locations, to inspect Recipient's records related to the Agreement, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate, provide reasonable assistance, and produce or compile any information reasonably requested. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

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 to the County or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the 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, 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. **Separate Checking Account and other Requirements.** Recipient shall not be required to establish and maintain a separate bank account for receipt of the Award and for disbursement of funds solely for the purposes contemplated by this Agreement. However, all funds awarded shall be tracked separately. Deposits and all disbursements shall be paid with a check or other trackable method. All disbursements shall have two persons with signing authority, and both must sign each check. All check copies and receipts shall be maintained for review/audit by the County. Recipient shall provide the County quarterly reports of expenditures from the checking account. A Quarterly Progress report is also required (format template attached). Recipient shall also furnish the County a copy of its annual tax return within seven (7) days of filing the return.

8. **Compliance with the Law.** The Recipient shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

9. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Tennessee, without regard to any Tennessee 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. In the event any disputes

arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Tennessee Courts whose jurisdiction and venue shall be established in accordance with the statutes and Rules of Court of the State of Tennessee. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Tennessee, in the district and division in which the County is located.

10. **Independent Contractor.** It is expressly understood and agreed that the Recipient is an independent contractor. The employees, servants and agents of the Recipient 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 pursuant to 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 required by law, and shall provide the County with proof of said coverage.

11. **Non-Discrimination.** The Recipient, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or political affiliation. 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 regarded as a material breach of this Agreement.

12. **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, law suits 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. This includes any repayment which may be required in the event any portion of the Award Amount is not spent in conformance with this Agreement and the approved List of Opioid Remediation Uses such that the County is required to return or forego any portion of the Settlement Payments.

    The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Recipient pursuant to the requirements of this Agreement.

13. **Insurance.** The Recipient shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Tennessee and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. **Required Coverage.** Recipient shall maintain the following insurance coverages subject to the terms below:

i. Automobile Liability Insurance-$1,000,000 Combined Single Limit;
ii. General Liability Insurance-$1,000,000 per occurrence/$1,000,000 aggregate; and
iii. Statutory Workers Compensation Insurance, if applicable, covering all employees of Recipient.

Recipient shall cause all the above policies, except Workers Compensation, to name the County as additional insured.

Recipient shall cause all of the above policies to include a waiver of the insurance company's right to subrogation against the County.

Recipient shall cause the insurance listed above to be primary notwithstanding any other insurance in force. All deductibles or self-insured retentions will be for Recipient's sole account.

The limit of coverage required above are minimums and in no way serve as a limitation or restriction on indemnity.

Recipient shall provide County with a certificate or certificates of insurance evidencing the coverages and requirements listed above prior to services being performed and upon renewal of each coverage.

B. **Proof of Insurance.** The Recipient shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. Recipient shall cause the certificates to state that the insurance policies listed thereon may not be modified materially or cancelled except after 30 days prior written notice to County. If so requested, certified copies of policies shall be furnished.

14. **Waivers; Remedies.** No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which 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 the funds previously received pursuant to this Agreement.

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 without the express written consent of the County.

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 the provisions of this Agreement.

18. **Complete Agreement.** This Agreement, and Exhibits A, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and 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 or 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 in 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, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such 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.** Any and 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 or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic mail is sent, and receipt is confirmed by other party (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State 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 shall be mailed to the following addresses:

If to County:

Hickman County Finance
Attn: Crystal Fitzgerald
114N. Central Ave, Suite 203
Centerville, TN 37033
Email: crystal.fitzgerald@hickmancountytn.gov

If to Recipient:

_____
_____
_____
_____

24. **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 one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

25. **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.

Hickman County, Tennessee

By: _____, County Mayor
(Signature)

Name: Jim Bates _____ Date:_____
(Print or Type)

Hickman County Schools Behavioral Health

By: _____, _____
(Signature) (Title)

Name: _____ Date:_____